

# The Gazette



# of India

सत्यमेव जयते

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## NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 16th August 1950 :—

S. No.	No. and Date	Issued by	Subject
1	S. R. O. 338, dated the 7th August 1950.	Ministry of Home Affairs.	Amendment in Notification No. 60/78/49-Esta., dated the 20th May, 1949.
	S. R. O. 339, dated the 7th August 1950.	Ditto	Amendment in Notification No. F. 60/78/49 Ests., dated the 26th May, 1949.
2	S. R. O. 384, dated the 11th August 1950.	Ministry of Law.	The Constitution (Removal of Difficulties) Order, No. II (Second Amendment) Order.
3	S. R. O. 385, dated the 10th August 1950.	Ditto	The Constitution (Scheduled Castes) Order, 1950.
4	S. R. O. 386, dated the 12th August 1950.	Ministry of Labour.	Award of the All India Industrial Tribunal (Bank Disputes).

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

## PART II—Section 3

**Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).**

## MINISTRY OF LAW

*New Delhi, the 11th August, 1950*

**S.R.O. 396.**—In exercise of the powers conferred by clause (1) of article 200 of the Constitution the President is pleased to direct that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law No. F. 35-I/50-I, dated the 26th January, 1950, relating to the execution of contracts and assurances of property, namely:—

In the said notification:—

I. In Part V, under Head C, for items 3 and 4 the following items shall be substituted, namely:—

“B. Contracts and other instruments for the Remount and Veterinary Services of the Remounts, Veterinary and Farms Corps:—

(i) Agreement with shippers for landing horses and mules in India; by the Quartermaster General.

- (ii) (a) Contracts for undertaking the sale of Government animals rejected from the Remount, Veterinary and Farms Corps;
- (b) Contracts for the occupation or leasing of land;
- (c) **Contracts for the sale of hides of animals died/destroyed in Remount Units; by Officers Commanding of Remount Depots, Remount Grass or District Remount Officers of Breeding Areas.**
- (iii) (a) Contracts for forage or stores;
- (b) Contracts for petty works at Remount Depots, Remount Grass Farm and Breeding Areas; *by the Director of Remounts, Veterinary and Farms, officers Commanding of Remount Depots, Remount Grass Farm or District Remount Officers of Breeding Areas.*
- (iv) All instruments connected with the reconveyance of property given as security; *by the Officers Commanding of Remount Depots, Remount Grass Farm or District Remount Officers of Breeding Areas.*

"4. Contracts and other instruments for the Farms Service of the Remounts, Veterinary and Farms Corps:—

- (i) Agreements entered into in India with civilian non gazetted employees for a specified period of service in the Military Farms; *by the Quartermaster General.*
- (ii) Leases of land, purchases or leases of harvesting or cutting rights and renewal of such leases, where the period of each lease or each separate renewal does not exceed:—
  - (a) five years; *by the Director of Remounts, Veterinary and Farms.*
  - (b) twelve months; *by the Assistant Director of Remounts, Veterinary and Farms.*
- (iii) Contracts for supplies and services to and purchases from, the Military Farms *by the Secretary to the Central Government in the Ministry of Defence, the Quartermaster General, the Director of Remounts, Veterinary and Farms, or the Assistant Director of Remounts, Veterinary and Farms."*

II. In Part V, under Head E-(1) for the entries in italics in item (7) (ii) the following shall be substituted, namely:—

*"by Director General, Ordnance Factories, Deputy Director, Ordnance Factories, and Assistant Directors, Ordnance Factories."*

(2) after item 9, the following item shall be added, namely.—

*"10. Agreements entered into with all civilian non-gazetted staff, unless otherwise specified in this notification; by the officers authorised to appoint the persons concerned."*

III. In Part X under Head C, for item 1 the following item shall be substituted, namely:—

*"1. Security bonds executed by clerks, shroffs at outposts in the Madras State; by Superintendents of the respective Customs Circles."*

IV. In Part XIV, after item 4, the following item shall be added, namely:—

*"5. Security bonds for the due performance of their duties by Government servants whom the officers specified below have power to appoint; by the Director General, All India Radio, the Principal Information Officer, the Director, Publications Division and the Assistant Controller (Administration), Films Division."*

V. In Part XVII under Head A, for the entries in italics in item 28, the following shall be substituted, namely:—

*“by the President of the Eastern Group Sleeper Pool, the President of the Northern Group Sleeper Pool or the President of the Southern Group Sleeper Pool.”*

(No. F.35-V/50-L)

SHRI GOPAL SINGH, Dy. Secy.

## MINISTRY OF HOME AFFAIRS

*New Delhi, the 12th August, 1950*

**S.R.O. 397.**—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government is pleased to exempt French India Policemen, escorting funds from Tellicherry Bank in South Malabar District of Madras State to the Treasury at Mahe in French India, from the operation of all the prohibitions and directions contained in the said Act while in transit through Indian territory in respect of the following arms and ammunition *viz.*, two revolvers, model 1872. Nos. F. 37-671 and F. 36-765 with 12 rounds of ammunition for each when carried by them for the purpose of protecting such funds.

[No. 9/49/50-Police (1)]

R. N. PHILLIPS, Under Secy.

## MINISTRY OF STATES

*New Delhi, the 8th August 1950*

**S.R.O. 398.**—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950), the Central Government is pleased to extend the Assam Jute (Control of Prices) Act, 1950 (Assam Act XV of 1950), to the State of Tripura, subject to the following modifications, namely:—

### *Modifications*

1. For the words “State Government”, wherever they occur, the words “Chief Commissioner” shall be substituted.
2. For sub-section (2) of section 1, the following sub-section shall be substituted, namely:—  
“(2) It extends to the whole of the State of Tripura.”
3. In sub-section (1) of section 3 for the words “Official Gazette” the words “Tripura Gazette” shall be substituted.
4. Section 10 shall be omitted

[No. 88-J.]

A. N. SACHDEV, Under Secy.

## MINISTRY OF FINANCE (COMMUNICATIONS)

*New Delhi, the 12th August 1950*

**S.R.O. 399.**—In exercise of the powers conferred by section 6 of the Post Office National Savings Certificates Ordinance, 1944 (XLII of 1944), the Central

Government is pleased to direct that the following further amendment shall be made in the Post Office National Savings Certificates Rules, 1944, namely:—

To sub-rule (2) of Rule N of the said Rules the following Note shall be added, namely:—

“NOTE.—If a declaration is issued by the Deputy Accountant General in lieu of a National Savings Certificate issued before the partition of the country from a post office now within the territory of Pakistan and the National Savings Certificate is transferred to a post office in India, the payment shall be made on the execution of an indemnity bond with two solvent sureties.”

[No. 5078(A)-CI/50]

**S.R.O. 400.**—The President is pleased to direct that the following further amendment shall be made in the Post Office 10-Year Defence Savings Certificates Rules, namely:—

The Note to sub-rule (1) of rule 14 of the said Rules shall be numbered as Note 1 and after the Note as so numbered the following Note shall be inserted, namely:—

“NOTE 2.— If a declaration is issued by the Deputy Accountant General in lieu of a Defence Savings Certificate issued before the partition of the country from a post office now within the territory of Pakistan and the Defence Savings Certificate is transferred to a post office in India, the payment shall be made on the execution of an indemnity bond with two solvent sureties.”

[No. 5078(B)-CI/50]

**S.R.O. 401.**—The President is pleased to direct that the following further amendment shall be made in the Post Office 5-Year Cash Certificates Rules, namely:—

After Note 2 to sub-rule (1) of rule 10 of the said Rules, the following Note shall be inserted, namely:—

“NOTE 3.—If a declaration is issued by the Deputy Accountant General in lieu of a Cash Certificate issued before the partition of the country from a post office now within the territory of Pakistan and the Cash Certificate is transferred to a post office in India, the payment shall be made on the execution of an indemnity bond with two solvent sureties.”

[No. 5078(C)-CI/50]

R. NARAYANASWAMI, Joint Secy.

## MINISTRY OF FINANCE (REVENUE DIVISION)

### CUSTOMS

*New Delhi, the 19th August, 1950*

**S.R.O. 402.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of all previous notifications—appointing a person by name or by virtue of his office to be Chief Executive Officer of Sea Customs for a port to which the said Act, applies, the Central Government is pleased to appoint the Officer designated in the second column of the Schedule hereto annexed to be the Chief Executive Officer of Sea Customs and Customs Collector for the port or ports specified in the corresponding entry in the third column of the said Schedule.

## SCHEDULE

Sl. No.	Designation	Port or Ports
1.	The Collector of Customs, Calcutta.	The port of Calcutta.
2.	The Collector of Central Excise, Calcutta	All ports situated in the State of Orissa.
3.	The Collector of Customs, Madras.	The port of Madras.
4.	The Collector of Central Excise, Madras.	All ports situated in the State of Madras except Madras.
5.	The Collector of Customs, Bombay.	The port of Bombay.
6.	The Collector of Central Excise, Bombay.	All ports situated in the State of Bombay except Bombay.

[No. 74.]

**S.R.O. 403.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government is pleased to appoint all Appraisers and Examining Officers of the Appraising Department, all Inspectors, Preventive Officers and Peons of the Preventive Department and Ministerial Officers borne on the establishment of the Customs Department in Calcutta to be Officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such officers

[No. 75.]

**S.R.O. 404.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of all previous notifications relating to ports situated in the State of Orissa appointing persons by name or by virtue of their office to be Officers of Customs, the Central Government is pleased to appoint the Superintendents of Central Excise in charge of the Cuttack and Ganjam Circles of the Puri Division of the Calcutta Central Excise Collectorate and all Deputy Superintendents, Inspectors and Supervisors and Peons borne on the establishment of the Calcutta Central Excise Collectorate, who are for the time being posted to a Custom House, to be Officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such Officers.

[No. 76.]

**S.R.O. 405.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government is pleased to appoint all Appraisers and Examiners of the Appraising Department, all Inspectors, Preventive Officers, Assistant Preventive Officers and Peons of the Preventive Department and all Ministerial Officers borne on the establishment of the Customs Department in Madras and Cochin to be Officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such officers.

[No. 77.]

**S.R.O. 406.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of all previous notifications relating to ports situated in the State of Madras other than the port of Madras appointing persons by name or by virtue of their office to be officers of Customs,

the Central Government is pleased to appoint the Superintendents of Central Excise in charge of the—

Vizagapatam	Tinnevely
Masulipatam	Tuticorin
Coconada	Dhanushkodi
Cuddalore	Calicut
Negapatam	Tellicherry, and
Sivaganga	Mangalore

Circles of the Madras Central Excise Collectorate and all Deputy Superintendents, Inspectors, Supervisors and Peons borne on the establishment of the Madras Central Excise Collectorate, who are for the time being posted to a Custom House, to be Officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such Officers

[No. 78.]

**S.R.O. 407.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of all previous notifications relating to ports situated in the State of Bombay other than the port of Bombay appointing persons by name or by virtue of their office to be Officers of Customs, the Central Government is pleased to appoint the Superintendents of Central Excise in charge of the—

Viramgam	Bombay West
Cambay	Bombay East
Broach	Mahad
Surat	Ratnagiri
Thana	Dodamarg and
	Karwar

Circles of Bombay Central Excise Collectorate and all Deputy Superintendents, Inspectors, Supervisors and Peons borne on the establishment of the Bombay Central Excise Collectorate, who are for the time being posted to a Custom House, to be Officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such Officers.

[No. 79.]

**S.R.O. 408.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of all previous notifications appointing a person by name or by virtue of his office to be a Customs Collector for a port to which the said Act applies, the Central Government is pleased to appoint the officers designated in the third column of the Schedule, hereto annexed to be Customs Collectors and to exercise the powers conferred and perform the duties imposed upon a Customs Collector of the port or ports specified in the corresponding entry in the second column of the said Schedule.

#### SCHEDULE

Serial No.	Port or Ports	Designation
1.	Calcutta . . . . .	All Assistant Collectors of Customs serving in the Calcutta Custom House.
2.	All Customs ports situated in the State of Orissa . . . . .	The Assistant Collector of Central Excise, Puri Division of the Calcutta Central Excise Collectorate.

Serial No.	Port or Ports	Designation
3	Madras . . . . .	All Assistant Collectors of Customs serving in the Madras Custom House.
4	All Customs ports situated in the State of Madras except the port of Madras.	(i) The Headquarters Assistant to the Collector of Central Excise, Madras. (ii) The Assistant Collectors of Central Excise in charge of Divisions in the Madras Central Excise Collectorate for Customs ports situated within their respective Divisions.
5	Bombay . . . . .	All Assistant Collectors of Customs serving in the Bombay Custom House.
6.	All ports situated in the State of Bombay except the port of Bombay.	(i) The Headquarters Assistant to the Collector of Central Excise, Bombay. (ii) The Assistant Collectors of Central Excise in charge of Divisions in the Bombay Central Excise Collectorate for customs ports situated within their respective Divisions.

[No. 90.]

K. R. P. AIYANGAR, Joint Secy.

## CENTRAL BOARD OF REVENUE

## CUSTOMS

*New Delhi, the 19th August, 1950*

**S.R.O. 409.**—In pursuance of sub-section (1) of section 9 of the Land Customs Act 1924 (XIV of 1924), read with section 182 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue is pleased to direct that the following further amendment shall be made in its notification No. 30-Customs, dated the 2nd April, 1949, namely:—

In clause (1) of the said notification, after the words 'Shillong and Jorhat' the words and brackets 'and the Assistant Collector (Headquarters) of Central Excise, Delhi' shall be inserted

[No. 73.]

D. P. ANAND, Secy.

## INCOME-TAX

*New Delhi, the 19th August, 1950*

**S.R.O. 410.**—In pursuance of sub-section (4) of Section 5 of the Indian Income tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that

the following further amendments shall be made in the Schedule appended to its notification No. 92-Income-tax, dated the 9th November 1946, namely:—

In the said Schedule—

(1) Under the sub-head 'III-A Bombay North' for the existing Income tax Circles and Wards, against Ahmedabad Range I the following Income Tax Circles and Wards shall be substituted, namely:—

*Ahmedabad Range I.—*

1. Excess Profits Tax Circle, Ward B, Ahmedabad.
2. Excess Profits Tax Circle, Ward C, Ahmedabad.
3. Special Circle I, Ward A, Ahmedabad.
4. Special Circle I, Ward B, Ahmedabad.
5. Special Circle I, Ward C, Ahmedabad.
6. Special Circle I, Ward D, Ahmedabad.
7. Special Circle I, Ward E, Ahmedabad.
8. Special Circle I, Ward F, Ahmedabad.
9. Special Circle II, Ward A, Ahmedabad.
10. Special Circle II, Ward B, Ahmedabad.
11. Ward-A, Nadiad.
12. Ward-B, Nadiad.
13. Ward-C, Nadiad.

[No. 96.]

PYARE LAL, Secy.

## MINISTRY OF COMMERCE

### LIGHTHOUSES

*New Delhi, the 12th August 1950*

**S.R.O. 411.**—In pursuance of sub-section (1) of Section 4 of the Indian Lighthouse Act, 1927 (XVII of 1927), the Central Government has been pleased to appoint a Central Advisory Committee for Lighthouses for a period of two years from the date of this Notification and consisting of the following persons:—

#### *Chairman*

Secretary to the Government of India, Ministry of Commerce, *ex-officio*  
or an Officer deputed by him to act as Chairman on his behalf.

#### *Members*

1. Director General of Shipping, Bombay, *ex-officio*
2. Nautical Adviser to the Government of India, *ex-officio*.
3. Mr. Bijoy Prasad Singh Roy, Director, Indian Steamship Co. Ltd., D', Clive Buildings, Calcutta
4. Mr. G. T. Kamdar, C/o Bharat Line Ltd., Mehta House, Apollo Street, Fort, Bombay.
5. Mr. J. R. Galloway, C/o Messrs. Gordon Woodroffe & Co. (Madras) Ltd., Madras.



- 6 Mr N. Dandekar, I.C.S., C/o. Messrs. Scindia Steam Navigation Company Ltd., Bombay.
7. Mr. Tulsidas Mulji Vishram, C/o Messrs. Vishram Khimji & Sons, 57/59, Kazi Sayed Street, Bombay.
- 8 Engineer-in-Chief, Lighthouse Department, Bombay, *ex-officio* Member Secretary.

[No. 919-M. II(1)/50-M.T.]

H. C. SARIN, Dy. Secy.

## MINISTRY OF INDUSTRY AND SUPPLY

*New Delhi, the 19th August 1950*

**S.R.O. 412.**—In exercise of the powers conferred by Section 8 of the Drugs (Control) Act, 1950 (XXVI of 1950), the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the Ministry of Industry and Supply, No. I-(IV)/1-Drugs, dated the 3rd October, 1949, namely:—

In the Schedule annexed to the said notification,—

(1) To the entries under the heading "Boots Pure Drug Co. (India) Ltd., Bombay" the following entries shall be added, namely:—

Penicillin Dental Cream Anhydrous 60 grs. tube.

Penicillin oral Tablets (Pot. Salt) 100,000 I.U. Tube of 10.

(2) To the entries under the heading "Glaxo Laboratories" the following entry shall be added, namely:—

Dihydrostreptomycin Sulphate one gram phial.

(3) To the entries under the heading "Martin & Harris Ltd., Bombay (E. R. Squibb & Sons International Corporation, Incorporated New York, U S A.)" the following entries shall be added, namely:—

Dihydro Streptomycin Sulfate Squibb.

Vial of 1 gm.

Vial of 2 gm.

Vial of 5 gm.

(4) To the entries under the heading "Abbot Laboratories (India) Ltd., Bombay" the following entries shall be added, namely:—

Penicillin G Potassium or Sodium 200,000 units.

Penicillin G Potassium or Sodium 500,000 units.

Penicillin G Potassium or Sodium 1000,000 units.

Penicillin G Procaine in Oil 300,000 units, cartridge (with needle)

Penicillin G Procaine in Aqueous Suspension, 300,000 units.

Abboceillin-DC, 600,000 units with Disposable Cartridge Syringe.

Dihydrostreptomycin Sulfate 1 gm. vials.

(5) To the entries under the heading "Parke Davis & Company" the following entries shall be added namely:—

### *U. K. manufacture*

Cod Liver Oil Emulsion Croasoted 8 oz.

Liver Extract 2 U.S.P. per cc 10 cc

(6) The following heading and entries shall be added, namely:—

*The East Asiatic Co. (India) Ltd., Bombay " 'Dumex' Copenhagen (Denmark) "*

Dihydrostreptomycin per vial of 1 gm.

#### ORDER

ORDERED that a copy of the above notification be communicated to all Parts A, B and C States; all Ministers of the Government of India; Cabinet Secretariat; Prime Minister's Secretariat; the Planning Commission; the Indian Trade Commissioners; all Indian Embassies; the High Commissioner for India, London; His Majesty's Trade Commissioner in India; all Chambers of Commerce and Associations; the Director of Commercial Intelligence and Statistics, Calcutta; the High Commissioner for India in Pakistan, Karachi; the High Commissioner for Pakistan in India, New Delhi and the Secretary, Indian Tariff Board.

ORDERED also that it be published in the *Gazette of India*.

[1 (4)-30 (2)/49.]

**S.R.O. 413.**—In exercise of the powers conferred by Section 3 of the Drugs (Control) Act, 1950 (No. XXVI of 1950), the Central Government is pleased to direct that the following further amendment shall be made in the Notification of the Government of India in the Ministry of Industry and Supply No. I-IV/1-Drugs dated the 3rd October, 1949, namely:—

In the Schedule to the said Notification for the entry "Crystalline Pencillin Sodium G" under the heading "Martin & Harris Ltd., Bombay, E. R. Squibb & Sons International Corporation Incorporated, New York, U.S.A." the following entry shall be substituted, namely:—

"Penicillin (Crystalline G Potassium or Sodium)".

[1 (4)-30 (2)/49.]

P. S. SUNDARAM, Under Secy.

#### MINISTRY OF AGRICULTURE

New Delhi, the 10th August, 1950

**S.R.O. 414.**—The following draft of a further amendment to the Indian Lac Cess Rules, which it is proposed to make in exercise of the powers conferred by clause (pp) of sub-section (2) of section 8 of the Indian Lac Cess Act, 1930 (XXIV of 1930), is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after 5th September, 1950.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

#### Draft Amendment

For rule 22 of the said Rules the following rules shall be substituted, namely:—

22. (1) At least once in every three years the Committee shall cause an inspection to be made of the Indian Lac Research Institute by a Reviewing

Committee which shall review the work done at the Institute and present a report to the Committee:

Provided that the Central Government may direct postponement of an inspection under this sub-rule for such period as it thinks fit.

(2) Notwithstanding anything contained in sub-rule (1) the Committee may, if it thinks fit, at any time cause an *ad hoc* inspection to be made by one or more inspectors of any section of the Indian Lac Research Institute or of any other Institute maintained by the Committee.

(3) Whenever the Committee contemplates an inspection under this rule, the Committee shall apply to the Central Government for the appointment of a Reviewing Committee or of one or more inspectors as the case may be. The Reviewing Committee shall consist of a Chemist, an Entomologist and an Industrialist.

(4) The remuneration payable to a member of a Reviewing Committee or an inspector, shall be settled by the Committee in consultation with the Central Government.

[No. F.4-42/50-Com.]

A. N. BERY, Under Secy.

## MINISTRY OF HEALTH

New Delhi, the 15th August, 1950

**S.R.O. 415.**—In exercise of the powers conferred by clause (p) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908) the Central Government is pleased to direct that the following further amendment shall be made in the Indian Port Health Rules, the same having been previously published as required by sub-section (2) of the said section, namely:—

After rule 59 of the said Rules, the following heading and rule shall be inserted, namely:—

*"Special provisions relating to Pilgrim Ships.*

59A.(1). No person shall be permitted by the Health Officer to embark on a vessel with a view to proceeding by sea to the Hejaz on pilgrimage unless such person produces the medical certificates referred to in sub-rule (2), signed by persons who, in the opinion of the Health Officer conducting the medical examination under rule 59, are duly qualified to grant such certificates.

(2) The certificates required under sub-rule (1) are:—

- (a) a certificate showing that such person has been inoculated against cholera with two injections of a vaccine of known potency, not more than six months and not less than seven days (the period to be computed from the date of the second injection) prior to the date of the medical examination, the interval between the two injections being seven days; and
- (b) a certificate showing that such person has been vaccinated against smallpox not more than three years and not less than fourteen days prior to the date of the medical examination:

Provided that the Health Officer making the medical examination may dispense with the certificate of vaccination if in his opinion the person has marks of a previous attack of smallpox."

[No. F.4-3/50-P.H(II)]

P. S. DORASWAMI, Under Secy.

**MINISTRY OF REHABILITATION***Delhi, the 11th August, 1950*

**S.R.O. 416.**—In exercise of the powers conferred by section 15 of the Displaced Persons (Claims) Act, 1950 (XLIV of 1950), the Central Government is pleased to direct that the following amendments shall be made in the Displaced Persons (Registration of claims) Rules, 1950:—

In the said rules --

(1) In rule 3.—

For sub-rule (3) the following sub-rule shall be substituted, namely:—

“(3) Every such claim may be submitted by registered post or may be presented in person or through an agent.”

Provided that in the case of a minor or other person under disability the claim shall be made through a guardian or next friend.”

(2) In rule 5—

(i) For sub-rule (2), the following sub-rule shall be substituted, namely:—

“(2) Where the Registering Officer is of the opinion that the claim is not in the proper form, he may—

(a) if the claim has been presented personally, return it to the person presenting it for complying with such objections and within such period as the Registering Officer may, by order, specify;

(b) if the claim has been submitted through post, send a communication under a certificate of posting to the displaced person informing him of the defect or defects in the claim form and directing him to attend the registering centre on or before a specified date in order to rectify the defect or defects pointed out.”

(ii) For sub-rule (3), the following sub-rule shall be substituted, namely:—

“(3) Where the objections have been complied with, the Registering Officer shall register the claim in the manner provided in sub-rule (1) of rule (5)

[1 (6) JCCC/50.]

S. B. CAPOOR,

Joint Chief Claims Commissioner,  
& Joint Secretary to Govt. of India.

**MINISTRY OF COMMUNICATIONS**

POSTS AND TELEGRAPHS

*New Delhi, the 9th August 1950*

**S.R.O. 417.**—In exercise of the powers conferred by section 10 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government is pleased to direct that with effect from the 1st September 1950 the following further amendment shall be made in the Indian Post Office Rules, 1938, namely:—

In the said Rules for rule 6, the following rule shall be substituted, namely:—

“6. The following *inclusive rates* of postage and air mail fees shall be chargeable on articles of the letter mail and special light weight ‘air letters’

posted at an Indian Post Office for transmission by air, or by air-cum-surface routes, to the countries and places mentioned below:

Provided that the *inclusive rate* of postage and air mail fee chargeable for printed papers including newspapers, business papers, sample packets, mixed packets, and literature for the blind, posted at an Indian Post Office for transmission by air or by air-cum-surface routes to the United Kingdom, Switzerland, Egypt, Iraq, Malaya, Indonesia and Australia shall be four annas per half ounce or part thereof.

*Schedule of Air Mail Fees*

Name of country	Rates of Air Mail fee including postage		
	Letter and packet per half ounce	Postcard	Air letter
	Rs. A. P.	Rs. A. P.	Rs. A. P.
IN OCEANIA—			
Australia	0 14 0	0 6 0	0 8 0
Fiji Islands			
Friendly or Tonga Island			
Gilbert and Ellice Islands			
New Hebrides			
New Zealand			
IN ASIA—			
Burma	0 6 0	0 3 0	0 6 0
Ceylon	0 1 6*	0 1 6	
China	1 4 0	0 8 0	0 10 0
Guam	1 0 0	0 6 0	0 8 0
Japan	1 2 0	0 7 0	0 8 0
Korea (North and South)	1 4 0	0 8 0	0 10 0
Pakistan	0 1 6*	0 1 6	
Palestine	0 14 0	0 6 0	0 8 0
Post Offices in Persian Gulf (Kuwait, Bahrain, Muscat, Dubai).	0 8 0	0 4 0	0 6 0
Philippines	0 14 0	0 5 0	0 8 0
Solomon Islands (British)	1 0 0	0 6 0	0 8 0
Aden	0 10 0	0 5 0	0 6 0
Brunei			
French Indo China			
Hong Kong			
Iran (Persia)			
Iraq			
Macao (Portuguese)			
Malaya			
Johore, Kedah, Kelantan Perlis and Trengganu States.			
Indonesia			
New Guinea (Mandated Territory)			
North Borneo			
Papua			
Sarawak			
Saudi Arabia			
Siam			
Syria (including Lebanon)			
Timor (Dutch and Portuguese)			
Transjordan			
Turkey			

\*This rate is per tola or part thereof, and additional to ordinary postage.

Rates of Air Mail fee including postage

Name of country	Letter and packet per half ounce	Postcard	Air letter
	Rs. A. P.	Rs. A. P.	Rs. A. P.
IN AFRICA—			
Algeria	}	0 14 0	0 6 0
Bechuanaland Protectorate			
Belgian Congo			
British Somaliland			
Cameroons			
Dahomey			
Egypt			
Eritrea			
Ethiopia			
French Equatorial Africa			
French Somaliland			
French Guinea			
Gold Coast			
Ivory Coast			
Kenya, Uganda and Tanganyika Territory			
Madagascar			
Mauritius			
Morocco			
Nigeria			
Nyasaland			
Portuguese East and West Africa			
Reunion			
Rhodesia (Northern and Southern)			
Seychelles			
Sierra Leone			
Somalia (former Italian Somaliland)			
South West Africa			
Sudan (Anglo-Egyptian)			
Tunis			
Union of South-Africa including Basutoland and Swaziland)			
Zanzibar			
IN EUROPE—			
Albania	}	0 12 0	0 6 0
Austria			
Belgium			
Bulgaria			
Cyprus			
Czechoslovakia			
Denmark			
Eire (Ireland)			
Finland			
France (including Corsica)			
Gibraltar			
Germany			
Great Britain and Northern Ireland			
Greece			
Holland			
Hungary			
Italy (including Sicily and Sardinia)			
Iceland			
Luxembourg			
Malta			
Norway			
Poland including Danzig			
Portugal			
Roumania			
Spain			
Sweden			
Switzerland			
U.S.S.R.			
Yugoslavia			

Name of country	Rates of Air Mail fee including postage		
	Letter and packet per half ounce	Postcard	Air letter
<hr/>			
IN AMERICA—	Rs. A. P.	Rs. A. P.	Rs. A. P.
Bahamas . . . . .	1 8 0	0 9	
Barbados . . . . .			
Bermuda . . . . .			
Canada (including New Foundland) . . . . .			
Cayman Islands . . . . .			
Costa Rica . . . . .			
Cuba . . . . .			
Dominica . . . . .			
Dominican Republic . . . . .			
Dutch West Indies . . . . .			
El Salvador . . . . .			
French West Indies . . . . .			
Grenada . . . . .			
Guatemala . . . . .			
Haiti . . . . .			
Honduras (British) . . . . .			
Honduras (Republic) . . . . .			
Jamaica . . . . .			
Leeward Islands (Antigua, Montserrat, Nevis, St. Kitts). . . . .			
Mexico . . . . .			
Nicaragua . . . . .			
Panama (Canal Zone and Republic) . . . . .			
Porto Rico . . . . .			
St. Lucia . . . . .			
St. Vincent . . . . .			
Tortola (British Virgin Islands) . . . . .			
Trinidad and Tobago . . . . .			
Turks and Caicos Islands . . . . .			
Virgin Islands of U.S.A. . . . .			
U. S. A. (including Hawaiian Islands). . . . .			
<hr/>			
SOUTH AMERICA—			
Argentine Republic . . . . .	1 12 0	0 11 0	0 12 0
Bolivia . . . . .			
Brazil . . . . .			
British Guiana . . . . .			
Chile . . . . .			
Colombia . . . . .			
Dutch Guiana . . . . .			
Ecuador . . . . .			
Falkland Islands . . . . .			
French Guiana . . . . .			
Paraguay . . . . .			
Peru . . . . .			
Uruguay . . . . .			
Venezuela . . . . .			

[No. D-84-11/49.]

P. K. ROY, Dy. Secy.

**MINISTRY OF WORKS, MINES AND POWER***New Delhi, the 9th August 1950*

**S.L.O. 418.**—The following draft of a certain further amendment to the Cinematograph Film Rules, 1948, which it is proposed to make in exercise of the powers conferred by section 4 and sub-section (1) of section 20 of the

Petroleum Act, 1934 (XXX of 1934), as applied to the storage and transport of cinematograph films having nitro-cellulose base by the notification of the Government of India in the late Department of Labour No. Ex 108, dated the 14th January 1946, is published, as required by sub-section (2) of the said section 29, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 1st September 1950.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

#### *Draft Amendments*

In the said Rules—

(1) In sub-rule (8) of rule 36, sub rule (2) of rule 38, sub rule (3) of rule 39, sub-rule (8). of rule 42 and sub-rule (2) of rule 43, for the words "one rupee" the words "rupees two" shall be substituted.

(2) In rule 44, for the words "rupees three", the words "rupees five" shall be substituted.

[No. M.II-108]

M. MALHOTRA, Asstt. Secy.

### MINISTRY OF LABOUR

*New Delhi, the 8th August 1950*

**S.R.O. 419.**—In exercise of the powers conferred by rule 4 of the Coal Mines Rescue Rules, 1939, the Central Government is pleased to appoint Mr. G. A. Carver, Chief Mining Engineer, New Beerbhoom Coal Co. Ltd., Dhadka Office, P. O. Asansol, nominated by the Indian Mining Association, as a member of the Rescue Stations Committee *vice* Mr. A. Young.

[No. Mines 54 (2) 50.]

*New Delhi, the 9th August 1950.*

**S.R.O. 420.**—In exercise of the powers conferred by sub-section (1) of section 4 of the Indian Mines Act, 1923 (IV of 1923), the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the late Department of Industries and Labour No. M-1265, dated the 20th April 1938, namely:—

In the said notification, to the entries under the heading 'Bombay Presidency' the following entries shall be added namely:—

"The District Health Officer, East Khandesh.

The District Health Officer, Ratnagiri.

The District Health Officer, Belgaum.

The District Health Officer, Kolaba.

The District Health Officer, Thana and Bombay Suburban District

The District Health Officer, Kolhapur.

The District Health Officer, Mehsana.

The District Health Officer, Poona.

The District Health Officer, Broach.



The District Health Officer, Panch Mahals.  
 The District Health Officer, Kaira.  
 The District Health Officer, Kanara.  
 The District Health Officer, Sabarkantha.  
 The District Health Officer, Banaskantha.  
 The District Health Officer, Satara South.  
 The District Health Officer, Baroda, and  
 The District Health Officer, Amreli."

No. M.41(23)/50

P. N. SHARMA, Under Secy.

*New Delhi, the 9th August 1950.*

**S.R.O. 421.**—In exercise of the powers conferred by section 7 of the Coal Mines Provident Fund and Bonus Schemes Act, 1948 (XLVI of 1948), the Central Government is pleased to direct that the following further amendment shall be made in the Coal Mines Bonus Scheme published with the notification of the Government of India in the Ministry of Labour, No. PF. 16 (1)/48, dated the 3rd July 1948, namely:—

In paragraph 2 of the said Scheme, clause (a) shall be relettered as clause (aa) and before the clause is so relettered the following clause shall be inserted, namely:—

“(a) “basic earnings” means the total cash emoluments, whether earned while on duty or while on leave with pay, but excluding all payments for food concession, dearness, house rent and other similar allowances, overtime, commission, presents or donations”.

[No. PF. 15(45)/50.]

S. MULLICK, Dy. Secy.

*New Delhi, the 9th August 1950*

**S.R.O. 422.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Bank Disputes) in the matter of an industrial dispute between the Bharat Bank Ltd., Delhi and its workmen regarding pay, dearness allowance etc.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK  
 DISPUTES) BOMBAY.

ADJUDICATION

BETWEEN

The Bharat Bank Limited, Delhi.

AND

Its workmen

*In the matter of an industrial dispute re: pay, Dearness Allowance, Bonus etc.*

APPEARANCES:

Shri R. N. Rastogi for the Bank

Shri H. L. Parvana, President, with Shri R. L. Sally for the Bharat Bank Employee's Union, Delhi.

## AWARD

Certain demands of the Bharat Bank Employee's Union were referred by the Chief Commissioner, Delhi, to the District and Sessions Judge, Delhi for adjudication. That dispute has now been referred to this Tribunal by the Central Government by their Order No. LR2(293)/III dated the 12th October 1949. Some of those demands do not appear to be covered by items in schedule II in the order of the Central Government dated the 13th June 1949. Those demands are:

*Uniforms to peons*—Summer: Two sets every year

Winter: One set every year.

*Bonus*: (i) Two months pay as bonus for the year ending 31-3-48 may be paid now, without further delay, in cash.

(ii) The Independence Day bonus as already demanded by the Union may be paid now, without delay, in cash.

*Security*: Interest on security of the staff may be raised to 5 per cent, and the security may be refunded after one month of termination of services at the initiative of the bank itself.

*Deposits*: Interest on Savings Bank current and fixed deposits may be raised to 4½ per cent. p.a. instead of existing rate.

*Service file*: Every employee may be allowed to scrutinize remarks in his service file

*Increments*: Due increments not given for the last two years, may be given now

*Uniforms to peons*.—The demand is for two sets every year in summer and one set every year in winter. The U.P. Conciliation Board considered the following scale reasonable for summer: two shirts, two shorts and one khaki cap renewable every year and for winter: one woollen long coat, two pyjamas and one head-dress renewable every two years. Divatia J. directed that every bank should supply two sets of uniform per year to every member of its lower paid staff and pay the washing charges. In Bombay, however, no winter uniforms are necessary. It was agreed that for winter one set of uniform (a coat and a pair of trousers made of good quality cloth and a cap or head-dress) should be provided every two years. We think that for summer each peon should have two serviceable uniforms one of which at least must be provided every year; if the other becomes unserviceable then it will be necessary for the bank to provide two uniforms (consisting of a pair of trousers, a coat and a cap or head-dress). We direct accordingly.

*Bonus*.—The demand is for bonus for 1948 and Independence Day Bonus for 1947. The bank pleads inability to pay either in view of the fact that its profits have been steadily falling. In 1946 they were about 24 lakhs and in 1947, 1948 and 1949 (for nine months), respectively, about Rs. 26 lakhs, Rs. 10 lakhs and Rs. 2 lakhs. A bonus of Rs. 1,50,000 was paid for each of the years 1945 and 1946, and Rs. 2 lakhs for 1947. The former figure appears to stand for half a month's salary and the latter for one month's salary, the number of employees having been reduced. It is pointed out that profits of 1948 were less than half of those in 1947 because of the considerable loss suffered by the bank in Pakistan. After 1947 no bonus has been paid.

The bank was established towards the end of 1942. The net profits made up to 1949 by the bank come to Rs. 1,06,00,000 and the amount put into the reserves comes to Rs. 40,50,000. Thus in 7 years about 40 per cent. of the net profits has gone into the reserves. Ordinarily, as shown by the provision in

the Banking Companies Act, setting apart about 20 per cent. of net profits annually would be considered sufficient. Besides, the present application relates only to the employees at Delhi and is not a general application on behalf of all the employees of the bank. In view of these considerations we think that it should be possible for the bank to pay a bonus equivalent to half a month's pay in respect of 1947 as the Independence Day bonus and a similar bonus in respect of 1948 and we direct accordingly. We also direct that persons getting more than Rs. 500 per month as pay shall not be given any bonus in respect of those two years, and that the grant of bonus shall be subject to the following conditions:

(1) The total bonus due may be paid in one or two instalments within 2 months from the publication of this award.

(2) It should also be paid to persons who worked in 1947 and/or 1948 though they may no longer be in the service of the bank provided that they submit their claims in writing within three months of the publication of this award, whereupon the total amount due to such a person should be paid within two months of such application.

(3) If a person has not worked throughout the period in respect of which the bonus is directed to be paid, the amount payable to him shall bear the same proportion to the full bonus as the number of days he has worked bear to the total number of working days in the year.

(4) In the case of women who have been on maternity leave during the period, the actual maternity allowance drawn by them will be included in their earnings for the purposes of calculating bonus paid.

**Security.**—The bank at present pays 8 per cent. per annum as interest on the security amounts deposited by the members of the staff. This is  $\frac{1}{2}$  per cent. more than the maximum interest paid on fixed deposits. It is not known how such amounts are invested and it has not been shown that they earn more than 8 per cent. as interest. No case seems to have been made out to increase the present rate. As to refund of the security amount enquiries regarding a person whose security may have to be refunded may take longer than one month and we direct that such refund shall be made by the bank within three months of the termination of services on the bank's initiative provided the address of the employee concerned is known.

**Deposits.**—The interest paid by the bank on savings bank deposits in the case of members of the staff is 1 per cent more than the rate allowed to the public. There does not appear to be any necessity of increasing the present rate, and we give no direction on this point.

**Service files.**—This subject will be one of the matters dealt with in the general issues before us and, therefore, no directions on this point appear to be necessary.

**Increments for 1946-47.**—It has been alleged by the Union that the increments of 27 persons serving in Delhi have been stopped. These cases may be divided into four classes:

(1) **Sulekh Chand Jain.**—He was arrested on 5-2-49 in connection with a fraud in respect of Rs. 500 and he was not given increment due on 1-4-1949. He was, however, acquitted at the trial and the learned Magistrate found that the prosecution had nothing to urge against him and that there was nothing to connect him with forgery. That being so, it seems to us necessary that the increment which has been withheld should now be given to him.

(2) In 9 cases increments were withheld on adverse reports having been received against the employees concerned, viz., No. 3 Roshan Lal Jain, No. 5 Khem Chand, No. 6 Gian Parkash Gupta, No. 7 P. K. Jain, No. 9 Lal Singh

No. 22 Bhagat Ram Jain, No. 23 Rai Kumar Goyal No. 26 Ram Chandar Dass and No. 27 Gurudatta Gour. In these cases, however, no charges were given to these persons and they were allowed no opportunity to explain the circumstances alleged or found against them. The increments were withheld generally after the publication of Shri B. B. Singh's award in March 1947. Though that award does not apply specifically to Delhi, in that award it was directed that all banks should adopt a rule "that no remark should be made without framing proper charge and taking a proper explanation". If such a rule applies to the making of adverse remarks it would apply *a fortiori* to the withholding or stoppage of increment and indeed natural justice would demand observance of such procedure. All that the bank has been able to say in support of the orders in these cases is that none of the persons made any representation to the bank against the stoppage of increment. That, however, does not necessarily show that such stoppage was justified. In these cases also the increments should now be restored.

(3) *Som Datt* (No. 8).—According to the bank his increment due in April 1947 was withheld on account of unauthorised advances made at branch office, Montgomery. He was an accountant at the said branch and on 28-7-47 the District Manager wrote as follows regarding him to the office superintendent, head office, Delhi: "We had duly recommended his case for increment but he was not given any increment by the head office for reasons not known to us. He is a good worker and we again recommend that his case may be reconsidered". At the back of this recommendation the office superintendent again wrote, "Increment was not allowed on account of unauthorised advances at the branch". The last three words raise a doubt whether the said advances were made by Som Datt or on his responsibility and no details have been furnished to us (except for a letter received after the hearing by post) as to the circumstances in which it was held that he was responsible for such unauthorised advances. In view of the repeated recommendations of the District Manager, who was in a position to know Som Datt's work and who has not referred to any unauthorised advances having been made by him, and also in view of the fact that no opportunity was given to him to explain the facts alleged against him, he should also, in our opinion, be allowed to receive the increment which has been withheld from him.

(4) In the remaining cases the increments appear to have been withheld as a matter of general policy, for instance, in the case of Manohar Lal (No. 10) the bank states "in pursuance of general policy no increment was allowed to such staff." Why such a general policy was followed and whether it applied to all persons who came from Pakistan is not clear. It cannot be said that a policy of depriving people who suffered on account of migration from Pakistan of the increment to which they were entitled was a fair or just policy. We think in these cases also the increments should be restored to the persons concerned.

We, accordingly, direct that in all the cases referred to above the increments withheld shall be given to the employees concerned and that the arrears due up to date shall be paid within two months of the publication of this award.

As regards the other demands, we direct that the provisions of our main award in the dispute referred to us by the Central Government on the 18th June 1949, so far as they relate to such demands, shall apply.

K. C. SEN, *Chairman.*

J. N. MAJUMDAR, *Member.*

N. CHANDRASEKHARA AYYAR, *Member.*

Dated the 20th July, 1950.

BOMBAY,

[L.R. 90(42)]

*New Delhi, the 9th August 1950*

**S.R.O. 423.**—In pursuance of section 17 the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Bank Disputes) in the matter of an industrial dispute regarding pay, dearness allowance etc. between the Imperial Bank of India (Madras Circle) and its workmen.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL  
(BANK DISPUTES), BOMBAY.  
ADJUDICATION

BETWEEN

Imperial Bank of India (Madras Circle),

AND

Its Workmen.

*In the matter of an industrial dispute regarding pay, dearness allowance etc.*

APPEARANCES:

Counsel Sir Jamshedji B. Kanga, instructed by Mr. A. E. Blair, of Messrs. Crawford Bayley & Co., Solicitors for the bank.

Shri T. S. Ramanujam for the Imperial Bank of India Indian Staff Union (Madras Circle).

AWARD

This reference arose in this way. On the 23th August 1946 the Imperial Bank of India Indian Staff Union (Madras Circle), presented certain demands to the bank. The bank revised the pay scales of the clerical staff, but the revised scales were considered by the Union unsatisfactory. On the 5th October 1948 the dispute was referred to conciliation to the Labour Commissioner of the Madras Government under the Industrial Disputes Act, 1947. He heard the matter and gave his decision on the 31st January 1949, but that decision was not wholly implemented by the bank which wrote to the Labour Commissioner explaining why his decision could not be implemented in full. The Labour Commissioner advised the Government of Madras to refer the dispute for adjudication under the Act. Accordingly, that dispute was referred to this Tribunal by the Central Government by the Ministry of Labour Order No. LR-2(252) dated the 1st February 1950. The demands so referred, so far as they are not covered by the items in schedule II to the Government Order dated the 18th June 1949, have been sought to be summarised by the Union in an application made to this Tribunal dated the 17th February 1950 under 9 heads, most of the reliefs being sought with effect from 1st July 1946 upto 31st December 1948. The said demands are as follows:

**Demand No. I. Pay.**

(a) The grant of minimum of a 25 per cent. increase in salary to persons in the cash and clerical cadres not benefited even to that extent by the increase of pay in the 1946 October Revision.

(b) The grant of a flat increase of Rs. 15 in basic pay (given by the bank to employees from 1st January 1948) even to those employees who had reached their 'so-called' maximum on that date.

(c) The starting of post 1948 January 1st, entrants in clerical and cash departments on the same basic salary as others namely Rs. 70 (and not Rs. 55 per month).

(d) The granting of the scales given in the "Calcutta Award" the Gupta Award (to First Grade clerks) to Senior cashiers and Godown keepers in the Madras Circle with effect from the date when the Calcutta Award came to be implemented in the Bengal Circle.

(e) The granting to Money Testers in the Madras circle at least the miserably low scale of Rs. 70—5—100, the scale given to Head Messengers in the Calcutta Award, with effect from the date when the Calcutta Award came to be implemented in the Bengal Circle.

(f) The granting to Head Cashiers of an allowance of at least Rs. 75 a month for "Large Branches" and Rs. 50 for "small Branches" from at least 1st September 1948. The distinction between large and small branches for this purpose to be based upon the traditional practice of the bank obtaining on 1st September 1948, and the granting of a like benefit to Head Clerks who do supervision work. (the distinction between large branches and small branches be abolished after 31st December 1948).

(g) The protecting of all those adversely affected by previous salary revisions future salary revisions against a reduction in minimum or maximum pay annual increment. Under this demand the following three bill collectors should be given point to point adjustment in the 1946 revision of pay scales as done in the case of other employees: T. K. Guruswami, M. K. Somasunderan, C. Sundermurthy (now cashier).

(h) The granting to the subordinate staff in the Madras circle the same scales of pay granted in the Calcutta Award with retrospective effect contained in the Calcutta Award.

#### **Demand II. Dearness allowance.**

The interim and final decision of the Calcutta Tribunal on dearness allowance should be applied to the employees of the Madras Circle, at the rates allowed for Calcutta, with the retrospective effects contained in the Calcutta Award.

*Demand I (a).*—The bank's reply to this demand is that when the salary scales were revised in 1946 it was not the intention of the bank nor was any representation ever made to it to the effect that a minimum increase of 25 per cent. of salary should be granted to the cash and clerical orders. 25 per cent. appears to have reference to the increase which was made in Calcutta owing to a strike in 1947. The bank has further stated that the Labour Commissioner suggested that it should review specific cases of employees who had not benefited by the 1946 revision and grant them adequate relief. Cases were accordingly submitted by the Union and they were reviewed by the management and in its letter dated the 29th June 1949 the bank explained to the Union the reasons why no further increases could be granted, some of the employees having already received nearly 50 per cent. increases in their salary under 1946 revision. In that letter the management also advised the Union that if in the light of the observation made by them the Union still felt that any particular employee should be placed on a higher salary than granted to him, the management would be pleased to go into the matter. Since then the Union does not appear to have approached the management on this question.

According to Shri Ramanujam who appeared for the Union the grievance under this head and his demands are as follows:

(1) In 1948 following the Calcutta award there was a revision of pay scales. The scale for the junior grade of clerks was fixed at Rs. 55—7—90—4—126—E.B.—180—5—175 and the scale for the senior grade was as in the Calcutta

**Award.** This shows that the latter part of the junior grade followed the Calcutta award but not the first part.

(2) Certain cases of adjustment were not properly made. Shri Ramanujam sent a list of 53 such cases in a letter addressed to the bank dated the 27th April 1949.

(3) Branches have been classified into senior and junior for the purposes of head clerks' allowances and this causes unnecessary irritation and resentment for several reasons.

(4) There has been no revision of the subordinate staff scale.

(5) Retrospective effect should be given to the relief granted from the 1st July 1946, the date from which the Calcutta award was made effective.

With regard to (1) the bank has explained that whereas in the Calcutta award the pay scale for the junior grade of clerks begins with Rs. 70/- the revised scale in the Madras Circle began with Rs. 55/- because the later was found to be the uniform starting pay in all the large banks in Madras. The bank has further pointed out that whereas in the Calcutta award the scale for the junior grade provided for increases of only Rs. 4/- per year in the early stages in its revised 1946 scale the annual increments were as high as Rs. 7/-, enabling the new recruits to catch up with the Bengal Scale in 5 years. It seems to us, therefore, that the bank applied its mind to the question of revision of the scales of pay of the clerical staff and that there were sufficient reasons for adopting the scale that they laid down.

(2) As to the alleged cases of unjust adjudgment, the bank stated that it had examined in detail the cases of the employee's referred to by the Union and found that in none of the cases referred to there was any unjustifiable ground for criticism. Shri Ramanujam particularly mentioned the cases of 8 persons, viz., (1) V. V. Raja Rao, head cashier, (2) R. V. Ramana, head clerk, (3) K. Venkata Rao, clerk, (4) N. K. Rajagopalan, clerk, (5) P. K. Ranganathan, typist, (6) K. Sankaran, typist, (7) Raghavalu, Scavenger and (8) V. Krishnamachari, water supplier in the local head office. Shri Ramanujam has complained that M. V. Raja Rao was getting only Rs. 288 as compared with Rs. 300 which was the maximum fixed for a head cashier's pay even previous to 1946. The bank denies that there was such a scale for head cashiers, and has said that the salary that he was getting was in excess of maximum salary of head cashiers laid down in the revised 1946 scale and that, therefore, no further increment could be granted to him. As regards R. V. Ramana his revised salary was fixed at Rs. 200 which was the maximum for head clerks at small branches. As to the 4 clerks in the head office, their salary was also fixed at Rs. 200, the maximum laid down for highest grade of clerks. Raghavalu and V. Krishnamachari were also drawing the maximum salary for sweepers and watermen and no increment, therefore, could be given to them. We do not think that all these 8 men can be said to have been unfairly treated by the bank. As regards the other employees referred to in the list of 53 cases supplied by the Union the bank has stated that they revised the salary in strict accordance with previous service in their grades; and the bank has further stated to the union that if the Union still considers that any employee, having regard to his service in his particular grade, should be placed on a higher salary, such cases might be referred to it. At least 2 of such cases received 50 per cent. increase by the revision.

(3) As regards the division of the branches into 2 classes (senior and junior) for the purposes of the head clerks' allowances it has not been established to our satisfaction that such a division was unnecessary. Obviously

a head clerk's work in a senior branch would be more arduous and exacting than at a junior branch and thus such a division would ordinarily be justified. It has not been shown to us that the actual division which was made was not based on proper reasons.

(4) It is true that in 1946 the subordinate staff's scale was not revised. But it has not, again, been shown to our satisfaction that there was as much need for the revision of the subordinate staff's pay scales as of the pay scales applying to the clerical staff.

(5) The question of retrospective effect does not arise for we have found that no relief at all is called for under these heads.

*Demand I. (b).—*This demand has been withdrawn.

*Demand I. (c).—*It has been urged that new entrants in the clerical and cash departments after the 1st January 1948 should get Rs. 70 as in Calcutta as starting pay and not Rs. 55/- as at present. If the starting point in the revised pay scale fixed in 1948 was Rs. 55/- it is not clear to us why as regards employees who entered service after the 1st January 1948 their starting point should require revision. We have made our interim relief award applicable with effect from the 1st June 1949 and that award gives all the relief that was held to be necessary in the light of the arguments addressed to us in connexion with the said award.

*Demand I. (d) and (f).—*These demands are that senior cashiers and godown-keepers should be granted the scales provided in the Calcutta award for the senior grade with effect from the date when the Calcutta award became operative and that head cashiers in the large and small branches should be given allowances of at least Rs. 75/- and 50/- per month respectively. Godown keepers, however, are not mentioned in the Calcutta award. The learned Labour Commissioner in his order dated the 31st January 1949 suggested that an allowance of Rs. 75/- per month for a large branch and Rs. 50/- per month for a small branch should be given to head cashiers and head clerks who do supervision work with effect from September 1948. Such allowances are at present being given to head cashiers with effect from the 1st January 1949. We direct that the said allowance should be given with effect from the 1st January 1949 and that it should also be given to head clerks doing supervision work as recommended by the learned Labour Commissioner with effect from the said date, the arrears due up to the date of the publication of the award being paid within a month of such date.

*Demand I. (e).—*This demand is that money testers should be paid the scale of Rs. 70—5—100 with effect from the 1st July 1946. In the Calcutta award poddars have been given the scale of Rs. 45—5—90, but according to the Union money testers do the work superior to poddars, having generally read up to the 6th form and giving security of Rs. 500/-, and it is said that they handle cash to the extent of Rs. 5,000 a day. This, however, has been denied by the bank which says that their work is in no way more responsible or arduous or skilled than in the case of poddars. We do not think that a case for a special scale for money testers has been sufficiently established.

*Demand I. (g).—*This demand is somewhat vague and the management has said that there is no case which has resulted in the reduction in the salary drawn by any individual employee. With regard to the three persons specifically named by the Union the names of Somasundaram and Sunderamurthy were not given to the bank. As to Guruswami, he joined the bank's service in 1936 as a money tester and was promoted to the post of a bill collector in 1938. He was drawing in June 1946 a salary of Rs. 46 a month.



and under 1946 revision he was granted, as a special case, a salary of Rs 55/- a month from July 1946. It would appear that he would not have obtained this salary under a point to point adjustment in the scale for which he was eligible, *viz.*, the scale of Rs 30-2-70. We do not think this demand calls for any deduction from us.

*Demand I. (h).*—This is a general demand regarding the subordinate staff in the Madras Circle. But as we have already pointed out it has not been shown to our satisfaction that a revision of the pay scale of such staff was called for as under the Calcutta award.

*Demand II.*—The demand is to the effect that interim and final decisions of the Calcutta Tribunal on the question of dearness allowance should be applied to the employees of Madras Circle of the bank at the rates allowed for Calcutta with the retrospective effects mentioned in the Calcutta Award.

In the Tribunal's interim award it was directed that total of pay and dearness allowance given in the award of Shri R. Gupta and Shri S. C. Chakravarty should be reduced by 16 2/3 per cent. and that such relief should be given effect from the 1st June 1949. It does not appear to us that any further relief on this subject is at present called for.

K. C. SEN, *Chairman.*

J. N. MAJUMDAR, *Member.*

N. CHANDRASEKHARA AYYAR, *Member.*

[No. L.R. 2(252)]

BOMBAY,

*Dated the 7th July, 1950.*

*New Delhi, the 9th August 1950*

**S.R.O. 424.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Banks Disputes), in the matter of a dispute regarding pay, dearness allowance, provident fund, etc., between certain banking companies in Bombay and their employees.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),  
BOMBAY.**

**ADJUDICATION**

**BETWEEN**

1. Imperial Bank of India,
  2. American Express Company, Inc.,
  3. Indian Bank, Limited,
  4. Hindustan Commercial Bank, Limited,
  5. Union Bank of India, Limited,
  6. Bank of Baroda, Limited,
  7. Allahabad Bank, Limited,
  8. Netherlands India Commercial Bank,
  9. Bank of India, Limited,
- Chartered Bank of India, Australia and China,  
 ' al Bank of India, Limited,  
 ew Citizen Bank of India, Limited,

13. Bharat Bank, Limited,
14. Grindlays Bank, Limited,
15. Bank of Jaipur, Limited,

AND

Their Workmen.

*In the matter of a dispute regarding pay, dearness allowance, provident fund, etc.*

#### APPEARANCES:

Shri D. B. Tilak, Advocate of Messrs. Motichand Devidas & Co., Solicitors, for: (1) Bharat Bank, (2) Bank of Jaipur, (3) Hindustan Commercial Bank, and (4) New Citizen Bank of India.

Mr. A. E. Blair of Messrs. Crawford Bayley & Co., Solicitors, for: (1) American Express Co., (2) Imperial Bank of India and (3) Allahabad Bank.

Shri V. A. DeSilva of Messrs. Craigie Blunt & Carce, Solicitors, for: (1) Chartered Bank of India, Australia and China and (2) Grindlays Bank.

Shri Rustom S. Davar, Advocate, for Netherlands India Commercial Bank.

Shri J. M. Khambata of Messrs. Ardeshir Hormusji Dinshaw & Co., Solicitors, for: (1) Central Bank of India and (2) Bank of India.

Shri B. K. Daphtary of Messrs. Daphtary, Forreira & Diwan, Solicitors, for the Bank of Baroda.

Shri V. C. Vaidya of Messrs. Captain and Vaidya, Solicitors, for the Union Bank of India.

Shri N. V. Phadke, Advocate with Shri G. N. Trikannad, General Secretary, for the Federation of Bank Employees, Bombay.

Counsel Shri C. L. Dudhia with Shri N. V. Gude, Secretary, for the Imperial Bank of India Indian Staff Association, (Bombay Circle), Bombay.

#### AWARD

Certain disputes which were originally referred by the Government of Bombay to the Industrial Court, Bombay under notifications issued during the period 28rd March 1949 and 20th April 1949 in respect of 86 branches of 15 banks, were referred by the Government of India to this Tribunal by the Ministry of Labour, orders No. LR-2(221) and No. LR-2(233)/I dated the 17th September and 12th October 1949 under section 5 of the Industrial Disputes (Banking and Insurance Companies) Ordinance (No. VI of 1949) and section 10(1) (c) of the Industrial Disputes Act, 1947. The 15 banks are as follows:—

1. The Imperial Bank of India,
2. American Express Company, Inc.,
3. Indian Bank, Limited,
4. Hindustan Commercial Bank, Limited,
5. Union Bank of India, Limited,
6. Bank of Baroda, Limited,
7. Allahabad Bank, Limited,
8. Netherlands India Commercial Bank,
9. Bank of India, Limited,
10. Chartered Bank of India, Australia & China,

11. Central Bank of India, Limited,
12. New Citizen Bank of India, Limited,
13. Bharat Bank, Limited,
14. Grindlays Bank, Limited,
15. Bank of Jaipur, Limited,

Claims were preferred against these banks by the Imperial Bank of India Indian Staff Association, (Bombay Circle), and the Federation of Bank Employees, Bombay. Most of the demands made by the Unions concerned are covered by the heads of dispute given in the Central Government's Order No. LR-2(212) dated the 13th June 1949 referring disputes of a large number of Banks and their employees to this Tribunal. We do not, therefore, propose to include in this award our decisions regarding such demands. The only one of the demands which is not covered by the said heads of dispute is the one relating to uniforms, and we shall, therefore, confine ourselves in this award to the demand under this head only. The demand takes the following form:

The members of the lower paid staff including Chokras, sweepers and the like, should be supplied with three sets of uniforms every year. Each set of such uniforms should include such of the articles which are being given to the members of the lower paid staff according to the prevailing practice in addition to a pair of footwear and one umbrella per year.

The Federation of Bank Employees, Bombay have specifically asked for 3 sets of uniforms every year, each set consisting of one coat or *dagla*, one pair of *dhoties* or one pair of trousers, one shirt, one cap, one pair of sandals, besides an umbrella. They have also asked for washing allowances at the rate of Rs. 5 per month. Mr. Justice Divatia in the Bombay banks award allowed for each member of the subordinate staff two sets of uniforms every year *plus* washing charges for such clothing. As to the demand for an umbrella Mr. Blair on behalf of the Allahabad Bank has stated that his bank supplies such members of the subordinate staff as are engaged in doing outdoor work with an umbrella every alternate year. This seems to be the practice of the Imperial Bank of India also. Shri Dhudhia has stated that the Allen Berry Company supplies its subordinate services with three sets of uniforms every year, and that the Tata Oil Mills Company gives annually to each subordinate employee four sets of uniforms. We think that the demand for sandals should be refused and that such members of the subordinate staff as have to do outdoor work should be supplied with an umbrella once in two years, unless it becomes unserviceable during this period, in which case a new umbrella should be supplied, and that each member of such staff should have at least two sets of uniforms (consisting of one coat or *dagla*, one pair of trousers and one head-wear) every year, provided that if any of those sets or part thereof becomes unserviceable within the year it should be replaced without delay. As to washing charges, such charges will be dealt with by us in our main award.

As regards the other demands, we direct that the provisions of our main award in the dispute referred to us by the Central Government on the 13th June 1949, so far as they relate to such demands, shall apply.

The dispute between the American Express Company and its employees which was pending before the Industrial Court, Bombay was referred to this Tribunal by the Central Government by their order No. LR-2(221) dated the 14th September 1949, under the provisions of section 5(2) of Ordinance VI of 1949. But we have held in our main award that we have no jurisdiction to interfere upon the dispute between the said company and its employees by

reason of the fact that it has no branches or establishments in more than one State of India. As section 5(1) of the said Ordinance speaks of abatement of proceedings relating to an industrial dispute concerning any "banking company" we are of opinion that so far as this company is concerned, the proceedings before the Industrial Court, Bombay in respect of it have not abated and that we have no jurisdiction regarding this company. Our directions in this award will therefore, not apply to the said company. Similar remarks apply to the Union Bank of India which also has no branches or establishments in more than one State.

[No. LR-90(87)-I.]

K. C. SEN, *Chairman*.

J. N. MAJUMDAR, *Member*.

N. CHANDRASEKHARA AIYAR, *Member*.

BOMBAY;

*Dated the 7th July, 1950.*

*New Delhi, the 11th August 1950.*

**S.R.O. 425.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Banks Disputes), in the matter of alleged victimisation, recognition of U. P. Bank Employees' Union, etc., in the States of Uttar Pradesh and Behar.

# BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL

(BANK DISPUTES), BOMBAY.

## ADJUDICATION

### BETWEEN

Allahabad Bank, Limited,  
Bank of Baroda, Limited,  
Bank of Behar, Limited,  
Bank of Bikaner, Limited,  
Banaras State Bank, Limited,  
Bharat Bank, Limited,  
Central Bank of India, Limited,  
Chartered Bank of India, Australia and China,  
Gadodia Bank, Limited,  
Habib Bank, Limited,  
Hindustan Commercial Bank, Limited,  
Punjab National Bank, Limited,  
Oriental Bank of Commerce, Limited,  
United Commercial Bank, Limited

AND

Their Workmen.

*In the matter of alleged victimization, applications under section 38, recognition of U.P. Bank Employees' Union, etc., in the States of Uttar Pradesh and Behar.*

### APPEARANCES:

Shri B. N. Khanna, Advocate with Shri Jagat Narain Sharma, for Allahabad Bank, Limited.

## APPEARANCES :

Shri M. P. Amin, Advocate, and Shri D. S. Suryawanshi, pleader, with Shri P. R. Bapat, Executive Officer, for the Board.

Shri S. D. Kamerkar with Shri S. M. Joshi and Shri Vinayak Kulkarni, President and Executive Member respectively. Kirkee Cantonment Board Kamgar Union, Poona, for the workmen.

Shri P. G. Pundlik, pleader for certain workmen who are not represented by the Kirkee Cantonment Board Kamgar Union.

## AWARD

This reference has been made to me as Industrial Tribunal by the Central Government in exercise of the powers conferred by section 7 read with clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 for the adjudication of the dispute between the Kirkee Cantonment Board, Poona, and the workmen in its employment relating to the demands specified below:—

## 1. REINSTATEMENT OF:—

- (A) The workers discharged on 31st July 1948 for budgetary reasons;
  - (B) The Ambulance Driver Baboo Sayad discharged on 30th September 1948; discharge notice withdrawn and again suspended from 1st October 1948 with pay and allowance from 1st October 1948;
  - (C) The Lorry Driver Narsu Somayya discharged on 30th October, 1948 with pay and allowances from 1st October 1948; and
  - (D) The employees discharged after the commencement of the strike i.e. from 11th November 1948 upto this time with pay and allowances.
2. An impartial inquiry committee should be set up to go into the grievances against the Sanitary Superintendent. (Copy of the report of the inquiry committee appointed by the union is attached for information).
  3. The employees should be paid according to the recommendations of the Central Pay Commission with effect from 1st January 1947.
  4. Till formal and final recognition is accorded to the union by the Central Government, the condition and terms of the provisional recognition already accorded should be specified.

The workmen who are concerned in this dispute are represented by the Kirkee Cantonment Board Kamgar Union, hereinafter called "the Union", and have filed a statement of claim. The Kirkee Cantonment Board, Poona, hereinafter called "the Board", has filed a written statement in reply opposing the demands. Those of the present workmen in the Board's employment who did not wish to be represented by the Union have appeared separately through a pleader and have filed a written statement Ex. 2 also opposing the demands made by the Union and supporting the Cantonment Board. The parties have filed documentary evidence and the Union has also adduced, oral evidence.

2. The workmen in the employment of the Board formed a union on 29th January 1947 styled the Kirkee Cantonment Board Kamgar Union and advised the Board of the same on 13th February 1947. The Board did not recognise the Union but after some correspondence it was agreed between the President and the Executive Officer of the Board on the one hand, and the President of the Union, Shri Joshi, and the Secretary, Shri Kulkarni on the other, that pending recognition of the Union unofficial meetings of representatives

- Shri Satwant Lal Jain, for the Bank of Baroda Limited.  
 Shri B. N. Kapoor, for the Bank of Behar, Limited.  
 Shri B. C. Bhatt, for the Bank of Bikaner, Limited.  
 Shri Brij Nath, for the Banaras State Bank, Limited.  
 Shri R. N. Rastogi, for the Bharat Bank, Limited.  
 Shri B. N. Khanna, Advocate, with Shri N. B. Wadia and Shri P. A. Devitre  
 for the Central Bank of India, Limited.  
 Shri K. H. Khanna for the Chartered Bank of India, Australia and China.  
 Shri W. D. Grover, for the Gadodia Bank, Limited.  
 Shri Akhtar Abbas for the Habib Bank, Limited.  
 Shri Umashankar Mehrotra and Shri K. N. Bhatnagar for the Hindustan  
 Commercial Bank, Limited.  
 Shri Somesh Chandra Sharma for the Punjab National Bank, Limited.  
 No appearance for the Oriental Bank of Commerce, Limited.  
 Shri D. R. Patney for the United Commercial Bank, Limited.  
 Shri J. N. Mehrotra, General Secretary, with Shri A. C. Kakar and Shri  
 B. K. Porwal, Provincial Joint Secretaries and others for the U. P. Bank  
 Employees' Union.  
 Shri S. P. Varma, Assistant Secretary, Bank of Bihar Employees' Associa-  
 tion, Patna, for Shri S. N. Kanth.  
 Shri T. P. Mahendra in person.

#### AWARD

The matters dealt with in this award were heard at Banaras between the 24th April and the 8th May 1950.

#### ALLAHABAD BANK, LIMITED.

*Gauri Shankar Gupta*:—The parties have come to a settlement on the following terms:

“That the Bank has no objection to Shri Gauri Shankar Gupta's retransfer to Baroilly on a suitable vacancy occurring, the first preference will be given to him on such vacancy.”

*Gokul Prasad*:—The parties have come to a settlement on the following terms.

“That Shri Gokul Prasad shall be deemed entitled to 30 days privilege leave per year instead of 15 days in lieu of his working on holidays and Sundays from the date of his appointment.”

*Mahabir Prasad*:—The parties have come to a settlement on the following terms:

“That the Bank will reinstate him treating his absence as leave without pay and allowances and Bank will not recover Rs. 80/- from him being the value of the parcel lost by him.”

*Ram Chandra and 2 others*:—The parties have come to a settlement on the following terms:

“That the winter uniform will be given to each of the three employees, viz., Shri Ram Chandra, Shri Raj Kumar and Shri J. K. Deshwari Prasad, the petitioners in the above case, in the next or next year which will be deemed to have been given to them in the last year.”

weather so as to entitle them to another uniform in the succeeding winter which will commence from November, 1951”.

“That the free quarters are still available to the aforesaid employees which can be occupied by them, whenever so desired.

“That the Bank having already issued instructions for the transfer of the Jamadar to City Office Bareilly but having regard to the acute shortage of accommodation the Bank will not insist on vacating the quarters occupied by the Jamadar. The other demands of the above employees are not pressed and may be treated as withdrawn.”

In all the above cases we direct that the terms be given effect to within a fortnight from the date of publication of the award. In cases where it is not possible to implement them within such period the terms should be given effect to as early as possible.

*Shambhoo Farash.*—Shri J. N. Mehrotra withdraws this case, Mr. Khanna undertaking that the services of the employee will not be utilised in household matters.

*Shiv Kumar Misra*—Shri J. N. Mehrotra for the employee withdraws this case. We, therefore, make no order. This case was referred to us by the Central Government's order No. LR-2(233)/II dated the 12th October 1949.

#### BANK OF BHAR, LIMITED

*S. N. Kanth.*—He was appointed a senior grade clerk at Patna on Rs. 110 and he stated that he was confirmed unconditionally by a letter dated the 4th March 1949. This letter was reversed by the head office letter dated the 9th March 1949. Under the terms of his service he was required to furnish a security of Rs. 500 in cash. He paid Rs. 200 but could not pay the balance and the head office, therefore, stated that he would be treated as confirmed on completion of his security. He asked for payment of the balance of the security in monthly instalments but the bank was prepared to treat him as confirmed from April 1949 provided he completed his security by September 1949. He was, however, unable to pay the balance of the security amount and made his representation to the bank for payment of the security in monthly instalments. The bank allowed him to pay the security in monthly instalments of Rs 20 in a spirit of accommodation. The confirmation was to take effect from the 1st October 1949 provided there was no default in any one of the monthly instalments.

The complaint is that he has not been confirmed from April and that he has not been paid his annual increment for which he applied on the 26th August 1949, to which the Bank replied that his case would be considered only after he had furnished his security.

None of the complaints, either about non-confirmation from April or refusal to consider the question of increment till the security is furnished, are at all justified. We think that the bank was perfectly entitled not to confirm him till the security was furnished and not to consider any question of increment till that was done. We do not think that this is a case of victimization.

#### BANK OF BIKANER, LIMITED.

*Agia Ram Lamba, Shyam Sunderlal Gupta.*—These are cases of dismissal which occurred after the 18th June, 1949, and therefore we have no jurisdiction.

*Amal Nath Sharma.*—He was appointed on 7th February, 1947 and confirmed on 7th August, 1947 as senior clerk. His case is as follows: On 20th April, 1948 he fell ill and applied for 4 days' leave. On 26th April, 1948 he

again applied for one month's leave with a medical certificate. On 1st May, 1948, he received a letter from the bank that he had been transferred to Delhi. He informed the bank that he could not join early and requested to be treated on leave as he had already applied for sick leave. On 8th May, 1948, he was informed that his 4 days' leave from 20th April, 1948, to 23rd April, 1948, for which he was already paid, was granted without pay and that no further leave could be granted to him as he was under orders of transfer. On the 14th May 1948 he was again informed that he could not be granted any leave and on 17th May 1948 his services were terminated as he could not comply with the head office's orders. His complaint is that after having granted four days' leave and having already paid the salary for that period the bank should not have treated these four days as leave without pay and that when he was on sick leave for one month he should not have been transferred before the expiry of this period. No charge was framed against him and no opportunity was given to him to explain his conduct.

The bank states that in the month of January 1948 it was found that he was not co-operating with the other staff and particularly with the officers in the branch and he was also found neglecting his duties. The manager gave him a warning and reported the matter to the higher authorities. On 17th January, 1948, the Chief Accountant issued instructions to him to offer his best co-operation and warned him against persisting in his conduct. The Chief Inspector reported about him that he was quarrelsome and that he should be transferred to some other place and he was transferred from Muzaffernagar to Delhi on 15th April, 1948. On 20th April, 1948, he took leave for one day and on the 22nd he asked for further three days' leave which was granted. On 25th April, 1948, he submitted an application for one month's privilege leave accompanied by a medical certificate, but it was refused on the ground that reports had been received that the applicant was not really sick and that he was feigning sickness to avoid going to Delhi on transfer. On 4th May, 1948, he sent a reminder about his application for leave of 26th April, 1948. He promised to join at Delhi on 5th May, 1948 and drew his salary. He did not join even up to 10th May, 1948 and his services were therefore terminated on 17th May, 1948, with effect from 25th April, 1948.

The grounds on which his services were dispensed with, as disclosed in the letter of the 17th May 1948, are that he "failed to comply with head office instructions regarding transfer to Delhi branch and had acted in a manner very irresponsible". The bank granted him four days leave but refused one month's privilege leave, although his application was accompanied by a medical certificate, on the ground that reports had been received that he was not really sick and that he was feigning sickness. Although the bank wrote to him letters on the 8th May and on the 14th May informing him of the refusal of his application for leave and asking him to join the Delhi branch immediately, nothing was mentioned about the report received about his feigning illness though not ill, which led the Bank to refuse his application for privilege leave. This appears to us to be hardly a fair way of dealing with an application for leave which is accompanied by a medical certificate. It also seems that the reports received about his non-cooperation with the staff and with the officers and of his quarrelsome nature had a considerable effect in influencing the decision of the bank to terminate his services. He was not informed of these reports against him nor was any explanation called for and nor were they mentioned in the letter of the 17th May. Nor were any particulars given in the letter about "his acting in a manner very irresponsible".

With reference to his application dated the 14th May, the branch Manager asked him to report for duty immediately, but with reference to the same location the staff Supervisor on the 17th May 1948 terminated his services.



That shows that the man on the spot took a different view about this employee from that taken by the head office which acted more on *ex parte* reports about him than on actual facts and terminated his services more on the ground that he was considered to be an undesirable person, about which the employee has had no opportunity of offering any explanation. In the circumstances, we direct his reinstatement within 15 days from the publication of this award and payment to him within the same period of Rs. 1,500 in full satisfaction of all his other claims.

**Motiram Gupta**—He was a cashier. His complaint is about his wrongful dismissal because he was taking interest in the affairs of the Bank Employees' Union. His case is that after he started taking interest in the union the management attempted to seek an opportunity to get rid of him by framing frivolous charges against him, *viz.*, disobedience and bad behaviour with the bank's constituents. To support the charges some letters were obtained from persons who were under the influence of the management or relations of the cashier contractor. On the 18th January 1949 his services were dispensed with without any proper notice or charge being framed against him. The matter was taken up to the Labour Commissioner but as the bank was not covered by the award of Shri B. B. Singh, the Labour Commissioner advised settlement by paying one month's salary in lieu of notice under the U.P. Shops and Establishments Act of 1947.

The bank's case is as follows. He joined service on 21st May 1947 and on the 18th January 1949 he was drawing Rs. 62-8; he was sending applications for leave in combination with holidays from outstations and while on sick leave he was found loitering in the market and "working otherwise than for the bank". On 9th October 1948 he was informed by the Manager that, as the senior cashier was going out of station, he should look after the work of the cash department until he returned. Though he knew that the senior cashier was not in office he left the station on 9th October 1948 and put the bank to extreme inconvenience; and on 11th October 1948 he sent an application for 4 days' leave from an outstation. He was, however, granted leave on both the occasions and a report was called for from the Manager, who in his turn called for a report from the senior cashier. The senior cashier reported that he was not giving satisfactory service and was not co-operating with him in his work. The Manager reported that his behaviour with the clients was not satisfactory and that he was creating trouble and misunderstanding between the bank and its clients. He was warned a number of times with a view to giving him an opportunity to improve. The employee being a man working under the cash contractor, the letter was instructed to look out for a suitable man as the cash contractor was responsible for the department. On 27th October 1948 the District Manager at Delhi reported that in the opinion of the Manager the employee was not a suitable person for being continued in the cash department. In the months of November and December he continued his practice of going out of station and asked for leave on 23rd December 1948 and 14th January 1949. The cash contractor was, therefore, directed to find a substitute and on 17th January 1949 his services were terminated by payment of one month's salary in lieu of notice. The bank had no knowledge whatsoever about his union activities. The matter having been settled by the Regional Conciliating Officer by payment of one month's salary in lieu of notice under the U.P. Shops and Commercial Establishments Act 1947, it is contended by the bank, that this matter should not be allowed to be agitated again before this Tribunal. In this case the allegations of the bank are that he used to apply for leave in combination with holidays; that once while on sick leave he was found loitering in the market "working otherwise than for the bank"; that once when he was to do the senior cashier's work he left the station and thus put the bank to inconvenience; that according

the senior cashier his work was not satisfactory and he was not co-operating with the senior cashier; that according to the manager his behaviour with the clients was not satisfactory, and it created trouble and misunderstanding; that according to the District Manager at Delhi he did not deserve to be continued in the cash department. In his favour are the facts (1) that the cash contractor did not want to remove him and he had to be directed to find a substitute and (2) that he was not told by the bank what reports and information had been received against him, nor was he asked to give any explanation as to such reports and information. This fact and the fact that the cash contractor apparently found nothing unsatisfactory about his work suggest that his services might have been terminated owing to his trade union activities. At the same times all the reports against him, though couched in somewhat vague language, might not have been false or incorrect. Besides, as he has not been in the bank's service for a long period, we do not think that this case calls for the remedy of reinstatement. As the bank has acted under the advice of the Labour Commissioner we are not inclined to interfere and we give no directions.

#### BEHARAT BANK, LIMITED

*T. P. Mahendra.*—He is an accountant in the Arrah branch. His first complaint is that on 19th June 1948 leave due to him was casual leave for 18 days privilege leave for 35½ days, sick leave on full pay before the award of Shri B. B. Singh for 18 days and sick leave on half pay after the award for 45 days, and that when he availed himself of leave from 19th May 1948 to 15th July 1948 and 29th July 1948 to 2nd August 1948 this leave was granted to him as sick leave on half pay in spite of the fact that there was sufficient privilege leave due to him. His second complaint is that 22 days privilege leave was deducted from his privilege leave due. His third complaint is that his contribution to the provident fund was reduced from 0-1-5 to 0-1-0 in the rupee; and his fourth complaint is that though he was allowed dearness allowance at Rs. 30 p.m. at the time of his transfer to Jaunpur, after his transfer to Arrah branch this was reduced to Rs. 20. The bank has stated with regard to the first complaint that the sick leave allowed to him on half pay has been ordered to be converted into privilege leave with full pay; and with regard to the 22 days' privilege leave which was deducted as an act of disciplinary measure against him that had also been considered by the bank and as a special case this deduction had been cancelled and it had been ordered that he should be deemed to have been on duty for these 22 days from 1st September 1948 to 22nd September 1948. Therefore, the first two complaints appear to have been satisfactorily disposed of by the bank.

Now with regard to the third and the fourth complaints the bank's case is that he was transferred to Arrah from Jaunpore branch when that office ceased to function and that the employee was entitled to get the allowance that was in force at the branch to which he was attached. In Behar all the employees contribute one anna in the rupee towards the provident fund and they get a fixed allowance of Rs. 20 as dearness allowance and no exception could be made in his case. Shri Mehrotra complained in the course of the hearing, but that complaint does not find a place in the employee's petition before the Tribunal, that the transfer had been made in violation of the U.P. Government Order No. 4692 (ST) XVIII-142(ST)-1948 dated the 31st July 1948 which required a bank not to transfer any of the employees without obtaining express permission. Clause (vi) of that Order states that any contravention of the order is punishable under section 14 and section 18 of the U.P. Industrial Disputes Act 1947 with imprisonment which may extend to three years or with fine or both. Since here is that remedy provided for contravention of the order we do not think we are called upon to interfere inasmuch as no substance now remains in all the other complaints which have been made.

**A. C. Jain.**—He was appointed a clerk at Delhi on 3rd January 1944 on a salary of Rs. 50. He was thereafter transferred to the Baraut Pay office on 8th January 1944. He states that at Baraut he was required to do the duties of a godown keeper in addition to his duties as clerk. He executed an agreement as a godown keeper and deposited a security of Rs. 500. But as the work of the godown keeper was not much he was promised to be paid a monthly allowance of Rs. 20 for working as godown keeper. He has not been paid that allowance and he has been dismissed because he failed to pay a security of Rs. 1,000 which was demanded by the guarantee broker. The bank states that from Delhi office he was transferred to the Baraut pay office and that his substantive appointment was one of godown keeper for which he entered into an agreement on 31st January 1945 and furnished a security of Rs. 500. In 1946 the bank appointed guarantee brokers and he worked under the guarantee broker for some time when the guarantee broker demanded the payment of a security of Rs. 1,000. On 14th June 1947 he wrote to the guarantee broker that he could not furnish the security and asked for instalments but the guarantee broker refused to accept payment in instalments and demanded security immediately. He did not furnish the security and the guarantee broker thereupon asked for his dismissal. When he was working as a godown keeper he did not have much work and therefore he was asked occasionally to do some work of a clerk. Under Circular No. 80 issued by the bank on 29th December 1944 it had been decided in regard to godown duties where the appointment of a wholetime godown keeper was not justified by the extent of the advance against pledge of stocks that there should be a clerk-cum-godown keeper, who should execute the bank's standard form of agreement, to fix the responsibility of the post on the clerk concerned. As remuneration for this additional duty, an allowance of Rs. 5 per mensem to Rs. 20 per mensem, according to the work involved, was to be paid to the clerk-cum-godown keeper, when sanctioned by Lead office on recommendation of the branch manager and of the district manager concerned. On 2nd July 1947, a complaint was made about him that he refused to do any clerical work and that whenever he did it he did it very carelessly, and the branch manager did not recommend the payment of any allowance to him. After the appointment of the guarantee brokers he did not do any clerical work and whenever he was asked to do it he always protested and said that he was a man of the guarantee broker and was not bound to do clerical duties. When the security demanded by the guarantee broker could not be paid by him he asked for instalments or one year's time for payment. He said that if the security was demanded immediately he would have to sell his security or tender resignation. The guarantee broker thereupon asked that his services should be terminated and his services were accordingly terminated.

On the facts of the case it does not appear to us that this is a case of victimization at all and therefore no order is made. We have not been told whether any salary in lieu of notice has been paid. If it has not been paid we direct that the same shall be paid within 15 days from the date of publication of this award.

**A. S. Jain.**—He was appointed as clerk-cum-godown keeper on 1st November 1945 at Jaswantnagar pay office where he worked upto 12th March 1948. Thereafter he was transferred to the Etawah branch where he worked from 18th March 1948 to 6th April 1948 and on 7th April 1948 his services were terminated. It is contended that because he was one of the active members of the trade union his services were terminated. The bank's case is that he was transferred from Jaswantnagar to Etawah because of the report made against him by the officer of the bank who was deputed to look into the affairs of the Jaswantnagar pay office. It was stated by him that the attitude of the employee in defying the manager's order was reprehensible. "A per

who can defy one order of his superior officer can behave in a similar manner in future also. Therefore the transfer of the Godown Keeper, under the existing circumstances, is absolutely necessary". After his transfer to Etawah the work diminished and therefore he was relieved of the bank's service from April 1948 by giving him one month's pay in lieu of notice. But on his representation he was offered a post at Jehanabad which happened to be vacant. But he declined to go there and, therefore, this offer was withdrawn.

It appears that on the 20th of April 1948 he represented to the superintendent of the Establishment Department of the bank that since the post of the godown keeper at Etawah had been abolished from the 7th of April 1948 he might be given the post of a godown keeper or a clerk either at Etawah or anywhere else. There is nothing to show excepting the statement of the bank, that he declined to go to Jehanabad where he was ordered to join. By the bank's letter dated the 26th April 1948 he was reappointed on the condition that he was to be treated as a new entrant and he was not to be paid any travelling allowance for going to that place. On receipt of this letter the employee represented his case to the Labour Commissioner and the Labour Commissioner did not interfere as in his opinion certain points involved in his complaint were before the Conciliation Board for decision. The bank has stated that the employee was indulging in malicious propaganda against it and fomenting dissatisfaction amongst the employees and that he was instrumental in getting a false representation signed by a certain ignorant peon which was subsequently regretted by the signatory. He was, therefore, an undesirable element and was not fit to be taken into the bank's service. No particulars have been given regarding the 'malicious propaganda' nor has the letter in which, it is alleged, he regretted his complicity in getting a representation signed by an ignorant peon been produced nor does it appear that the charge against him was made known to him or his explanation obtained. On the facts of the case we are inclined to believe that the letter of the 26th of April 1948 regarding his reappointment was withdrawn by reason of the fact that he was considered by the bank as an undesirable element and probably this was due to his trade union activities. In the circumstances we direct that he shall be reinstated and paid the salary for the six months prior to his reinstatement and that this shall be done within 15 days from the publication of this award, the remaining period during which he was not employed being treated as leave without pay.

*B. N. Jha.*—He was a bill clerk. He served as such in the Muzaffarpur branch for more than five years. There was a case of embezzlement in connection with a draft of Rs. 10,000 and the bank submitted a first information report mentioning the names of R. C. Varma, Accountant, who was at that time Accountant of Muzaffarpur branch, Sen Dutta and B. Kisan Prasad, for criminal breach of trust and forgery in connection with the said document. In course of the investigation this employee was arrested by the police but subsequently all the accused persons were set free as there was no evidence and the principal accused was absconding. The bank states that it appears from the police report that he confessed before the police that he was in league with R. C. Varma and others and had prepared a bogus cash receipt, but that he withdrew the confession before the court.

His complaint is that he was suddenly relieved by reason of his trade union activities. This statement cannot be accepted because if that was so the bank would have mentioned his name in the first information report. It appears to be a case where the bank terminated his services by reason of his confession before the police. In these circumstances we cannot hold that there was victimization. Therefore we do not make any order.

*Handi Prasad Gupta.*—This is a case of stoppage of increment. The case is withdrawn. No order is necessary.

*H. C. Johri.*—The application in this case was made on the 1st April 1950. We were informed by Shri Mehrotra that the reason for the delay is that he was corresponding with the Labour Commissioner.

Johri joined service in 1944 on a salary of Rs. 94 and became an assistant accountant in 1948 drawing a salary of Rs. 148. On 3rd December 1947 he fell ill and remained on leave for four months and he joined at Shahjahanpur on 1st April 1948. He was asked by the manager to visit Delhi and when he reached there his services were terminated on 3rd April 1948 by giving him one month's salary in lieu of notice. His complaint is that there was a misunderstanding between him and the Shahjahanpur branch manager and that he had been harassed in various ways. He has annexed to his petition some correspondence to show how during his illness he was harassed by the manager. His complaint is that his services were terminated without his being asked for any explanation. He wants to come back to the bank although he has got an appointment in a small bank. The bank in its reply has stated that various adverse reports were received against him from the branch manager at Bareilly when he was posted there. His attitude towards the bank was far from satisfactory. He was, therefore, transferred from the Bareilly branch to the Shahjahanpur branch on 5th June 1946, where also his work was not found satisfactory. The branch manager at Shahjahanpur also reported against his conduct stating that he was a man of conspiring nature, short-tempered and irregular in attendance and that he had always quarrels with the parties if they were late even by 15 minutes. It was on account of this that a few accounts had to be closed. He was also in the habit of criticizing head office actions and making malicious propaganda against the institution and the authorities. On receipt of this report from the manager of the Shahjahanpur branch he was transferred to the Hardwar branch and as soon as he was addressed a letter to this effect he began a malicious propaganda against the bank. The order of his transfer to Hardwar was cancelled and he was transferred to the head office, but he did not join duty and delayed doing so on one pretext or another. He was informed that unless he carried out the head office's instructions disciplinary action would be taken against him. He was relieved by the Shahjahanpur branch on 3rd December 1947 and he proceeded on leave from 4th December 1947. After exhausting all the sick and privilege leave due to him he reported to the head office on 1st April 1948. One month's notice for termination of his services was served on him and he was informed of the reasons for termination of his services. The various reports of the branch managers showed that his conduct was most unsatisfactory and he was given an opportunity of improvement but he did not improve, and the management was obliged to dispense with his services.

It does not appear that the reports that were made by the branch managers of Bareilly and Shahjahanpur were at all brought to his notice or that any explanation was called for from him regarding the same. It does not appear that he was asked any explanation about his alleged malicious propaganda. If the bank considered him to be an undesirable person it was obviously its duty, before dispensing with his services to give him an opportunity of explaining the facts about which complaints had been made, so that the bank would have been in a better position to deal with the facts of the case. It after giving him an opportunity the bank came to the conclusion that his services could not be retained that would be a different matter. But in this case we find that he was absolutely in the dark as to the reason why his services were terminated except that he had taken long leave. We do not think that that could be any reason for termination of the services. That he was ill is proved by the medical certificates. Therefore the only reason that remains is, as stated by the bank, that he was an undesirable person. In the circumstances we direct his reinstatement within 15 days from the date of publication of this order. We further direct that all arrears due to him upto such date shall be paid to him within two months of such date.

*Har Swarup.*—Shri Mehrotra appearing for the employee withdraws the case.

*Kashi Prasad.*—Shri Mehrotra for the employee states that on 14th January 1947 he was transferred from the New Mandi Muzaffarnagar to the City branch as an assistant cashier-cum-hundi presenter. On 18th August 1948 he was served with one month's notice for termination of his services. The Labour Commissioner intervened and the order was cancelled. The bank again served a notice on him on 16th June 1949. As in this case the services were terminated after the 18th of June 1949 this Tribunal has no jurisdiction.

*Murli Dhar.*—Nobody appears for the employee, Shri Rastogi for the bank contends that as he was in service in Jaipur State the Tribunal has no jurisdiction. We make no order in this case.

*N. C. Mehrotra.*—In this case the employee claims that he should be confirmed in the supervisory grade as mentioned in Shri B. B. Singh's award at page 66, the grade being Rs. 120—8—200—10—300, and that he should also be paid in addition Rs. 10 for having passed the first part of the examination of the Indian Institute of Bankers, as decided on issue 34 at page 23 of the U. P. Award. The circumstances of the case are these. He joined the bank as a clerk in its head office on 16th November 1942 and he was transferred to Lucknow on 13th May 1943. In 1945 he was attached to the Chowk office, Lucknow and he was authorised to countersign drafts, etc., along with a power of attorney. At that office one D. P. Sharma was the accountant and it is stated by the employee that Sharma was transferred and being the senior-most man in the office he practically did from that date all the duties which used to be done by Sharma by passing cheques, vouchers of important nature, i.e., those for sums of Rs. 500 and above, countersigning drafts, checking daily returns, etc. According to him he carried on those duties for about 15 1/2 months till the 15th of August 1948 when the said branch was closed. He was then transferred to the Hazratganj branch and though designated as senior clerk he worked as an assistant accountant as contemplated by the award of the U. P. Conciliation Board, where it is said that a senior is a substitute of an assistant accountant in the Bharat Bank Ltd., to whom the bank allows the grade of Rs. 120—8—200—10—300. It is on this score that he based his claim as from 1st January 1947. When he was transferred to the Hazratganj branch he considered that he was degraded because he was given a salary of Rs. 100 plus dearness allowance of Rs. 50 and local allowance. He drew this salary from 16th August 1948. He approached the Labour Commissioner and complained that the senior clerk who should have been in the grade of supervisor had been deprived of that privilege. He now claims that having acted officially for 15 1/2 months and being the senior clerk he should be included in the category of supervisors and be automatically confirmed. On behalf of the bank it is stated that he has no claim for the supervisor's grade having, in fact, never been in the said grade. During the period that he worked in the Chowk branch he was paid a salary of Rs. 120 and dearness of Rs. 36 per month for the officiating period from 29th April 1947 to 15th August 1948 when the Chowk branch was closed. In April 1949 the Award of Conciliation Board, U. P. was enforced and in accordance with its decision on Issue No. 27 (j) appearing on page 21, a countersigning clerk was to receive the higher pay prescribed for the supervisory staff for the actual period he officiated as countersigning clerk, provided that he officiated for a period exceeding seven days. While he was working in the Chowk office he was called upon to help the sub-manager in supervisory work and was therefore paid this amount but his substantive was that of a clerk. In the Bharat Bank, as in the Allahabad Bank Ltd., are certain employees who are 'C' class power of attorney holders and countersigning clerks as mentioned in the award of the Conciliation Board, at page 21 of the Award; and according to the Award a countersigning

clerk was to receive the higher pay prescribed for the supervisory staff for the actual period he officiated as countersigning clerk, provided that such period exceeded 7 days and that the supervisory function was performed in a substantial degree. He was not entitled to be automatically confirmed as stated under Issue 87 (Page 37) because what is there laid down relates to a new entrant and the employee must work for a period of six months in a vacancy in a permanent cadre. In this case the post of D. P. Sharma having been abolished he only worked there as senior clerk to help the sub-manager. He did not do the work in a vacancy in a permanent cadre. The position, therefore, is that under that award he became entitled to get higher emoluments, as contemplated under Issue 27 (j) at page 21, which were paid to him; but such payment should not be considered as having been made for having worked in a vacancy of a permanent nature. It is further contended that the claim of an additional sum of Rs. 10 for his having passed the first part of the examination of the Indian Institute of Bankers should not be entertained.

The main question that arises for consideration is whether he should be confirmed in the grade of supervisor beginning with a salary of Rs. 120 and running upto Rs. 800. This question has to be considered from two points of view. Shri Mehrotra has pointed out that a senior clerk is entitled to be included in the cadre of supervisors as mentioned in Shri B. B. Singh's award. In this case it appears that admittedly he had not been granted any power of attorney. A senior clerk who is entitled to be ranked in the category of supervisors as at page 20 Issue No. 27(j) is a clerk who holds a power of attorney and therefore on that ground he is not entitled to claim the grade of a supervisor. But there is another point which is in favour of the employee and it is this that he worked in the place of D. P. Sharma at the Chowk office for a period of 15 1/2 months and that for this period the bank paid him the salary of a supervisor, viz., Rs. 120. It is stated by Shri Rastogi that this payment was made because he had the powers of countersigning and as such was entitled to the higher scale of emoluments during the period that he worked, under the award of the Conciliation Board (U.P.) as regards Issue No. 27(j). Countersigning clerks therein are supposed to be kept in reserve for leave purposes to be available as occasion arises and such clerks are supposed to perform 'relief duty'. It appears to us that the employee was not performing 'relief duty' for 15 1/2 months because on the bank's own showing that the post of accountant at the Chowk branch had been abolished. The question why this salary of Rs. 120 was paid by the bank during the period that he worked at the Chowk office is very important to decide whether he is entitled to claim to be confirmed in the grade of supervisory under issue No. 87. We have not the least doubt that his acting there was not a sort of relief measure which must be a short time measure. We, therefore, think that he is entitled to be in the supervisor's grade and claim the salary as from the date he took up his duties after Sharma had left the Chowk office. He was paid the salary of the supervisor's grade from 29th April 1947 to 16th August 1948 since when he was being paid a lesser salary. We direct that he shall be placed in the supervisor's grade and paid a salary of that grade as from the 17th August 1948 and that the balance of the amount of the grade pay due to him shall be paid to him within one month of the date of publication of this award. The claim for an additional sum of Rs. 10 per month for having passed the first part of the examination of the Indian Institute of Bankers cannot be allowed, as the Conciliation Board's decision on this issue No. 34 clearly refers to the final examination of the said Institute and not to the first part of such examination.

Shri Rastogi for the bank stated that by a letter the employee agreed to claim officiating allowance after the new bye-law came into force.

Mehrotra contends on behalf of the employee that this was done at the instance of Shri Rastogi himself as is apparent from the letter addressed by the employee to Shri Rastogi. We feel that Shri Mehrotra's contention is right and therefore we do not attach any importance to the letter by the employee that he would not claim any officiating allowance.

*Tikam Singh.*—He joined the bank in December 1945 at Hapur and worked as a clerk. He was transferred to Pilkhuwa and later on to the Lakhimpur branch where he worked till January 1949. He was arrested on the 2nd January 1949 in connection with his R. S. S. activities and subsequently sentenced to three months' rigorous imprisonment and a fine of Rs. 100. The bank terminated his service on 3rd January 1949. He claims to be reinstated. No one appeared for the employee and we do not think that this is a case of victimization and, therefore, we do not make any order.

*V. N. Shukla.*—He joined services of the Bharat Bank Ltd., on 14th December 1944, as a clerk in charge of the Rura (Dist. Kanpur) pay office in the grade of Rs. 80—7—150. On account of his previous experience he was placed in charge of the bank's pay office from the very start and a power of attorney was granted in his favour in February 1945. His services were confirmed on 1st August 1945 at Rs. 94 per month. The Rura pay office was closed and his services were transferred to the Allahabad branch as an assistant accountant. In December 1946 he took privilege leave and on 17th December 1946, *viz.*, the day after his leave was sanctioned, he received transfer orders for the Sambhar Lake branch in Rajputana. At this time the hearing of the case between the U. P. Bank employers and the employees was pending before the U. P. Conciliation Board. He requested the authorities to post him to some branch in the U.P. as recommended by a competent medical officer. His request was not granted but he was threatened with termination of his services if he persisted in his request. It is contended by him that the bank knew that after the award it would not be possible to transfer its employees to outstation places and that by this transfer he was deprived of the privilege working in the U.P., where he would be entitled to remain being a permanent resident of the U.P. He contends that all this was done because he was a member of the Allahabad union. He joined the Sambhar Lake branch as an accountant and continued to do work there as such till 24th December 1948, on which date he was informed by the Sambhar Lake manager that under the instructions of the Head office he was to hand over charge of accountantship to V. S. Varma on the same day. Further orders were to be communicated when received from the head office. He immediately sent a reply charterising the letter to be an extraordinary one as nothing was stated as to his subsequent posting or arrangement. After submitting this letter he made over charge as directed. On the same day another letter was sent to him to the effect that the head office had terminated his services that afternoon on payment of one month's salary in lieu of notice. He acknowledged receipt of the letter under protest and made a representation to the head office about his case. No charge was made against him and on the 28th December the head office reinstated him in service and posted him to a Ajmere branch to work as senior clerk. He worked at Ajmere branch for 3½ months during which period he took three weeks' leave on account of itches. On resuming his duties on 11th May 1949 he was shown a duty list where it appeared that he was given some additional work. He signed the duty list on that day and noted on it: "I am sorry I shall not be able to complete the entire duties allotted and respectfully submit that either (1) Two Long Books or (2) Day Book or (3) Returns, one of three items, may kindly be reduced". On this the Ajmere branch manager on the 12th of May wrote to say: "With reference to your remarks on the office order in respect of the duties allotted to you, we may assert that if you find yourself unable to comply with the same, you may treat yourself to be



suspended from date". On the next day, *i.e.*, 18th May 1949 another letter was received from the branch manager sending him a pay order for salary for 12 days of the current month along with a pay order for substantive salary in lieu of notice and terminating his services on the ground of defiant attitude and non-compliance of order. Shukla served the bank as a power of attorney holder and a checking clerk for a period of 4½ years. He worked as clerk in charge, as assistant accountant and accountant. He is 51 years of age. Being hard pressed and of good health he joined another service on 27th December 1949. He claims reinstatement in the bank in Uttar Pradesh and compensation for the period from the 12th May 1949 to the 27th December 1949 at the rate of Rs. 115 plus Rs. 20 as dearness allowance and Rs. 5 local allowance and at least two annual increments of Rs. 7 each which would have accrued to him upto this date, time.

The bank's case is that at the Sambhar Lake branch his work was not found up to the mark and that he was slow in his work and poor in his checking duties. The branch was visited by the Deputy Manager in May 1948 and he reported on the unsatisfactory nature of his work. It was accordingly decided to dispense with his services on payment of one month's salary in lieu of notice. On a representation being made to the head office he was reinstated and transferred as a senior clerk to the Ajmere branch. This decision was taken on compassionate grounds with a view to give him another chance to prove his worth. Instead of improving in his work he deteriorated and on 20th April 1949 the branch manager reported adversely against his checking duties. This was with reference to his checking on 4th April 1949 in respect of a withdrawal for payment of Rs. 80 in the savings bank account of one Kishinlal Verma instead of in the account of Kishenlal Jain. He was further reported to be in the habit of accumulating work and when the branch manager reported that on allocation of duties to the members of the staff equally he resented doing the work allotted to him, he was addressed a memorandum dated 12th May 1949. There is, however, nothing on record to show that he was informed of the adverse remarks made against him by the branch manager nor was any explanation asked for from him. On going through the record it appears to us that the true reason for his dismissal was that he made a note on the 11th May 1949 in the duty list complaining about the additional work. The complaint made by him does not seem to have been investigated into by the higher authorities; and it seems to us to be very unjust to dismiss a man on the next day without giving him a hearing as to his complaint. It is quite possible that this drastic step was taken because he was a member of the trade union. We are, therefore, inclined to think that he should be reinstated and given the salary for the period from the 12th May to the 27th December 1949, less one month's salary which had been paid to him in lieu of notice. This salary would be the salary he was drawing at Ajmere plus the dearness allowance. He would be entitled to have the increments which would have been due to him had he remained throughout in service. We direct accordingly and further direct that the reinstatement shall be made within a fortnight of the date of publication of this award and that the arrears due at such date shall be paid within two months thereof.

*Stoppage of local allowance to the subordinate staff at the Banaras Branch.*—This complaint has been made on behalf of the subordinate staff at the Banaras branch. It is stated that before Shri B. B. Singh's award the bank paid to every such employee Rs. 5 as family allowance throughout the Uttar Pradesh plus Rs. 2 as house allowance at Banaras, Lucknow and nine other places, and that a special allowance of Rs. 5 was paid to jamadars and Rs. 4 to peons and chowkidars at Banaras and other places like Allahabad, Lucknow, Kanpur and Jhansi. On the 19th May 1945 the branch manager of Banaras addressed a letter to the Deputy Managing Director of the bank in which he

stated that the relief that was proposed to be given to the jamadars and peons at places like Allahabad and Lucknow should also be given to those at Banaras inasmuch as the cost of living at Banaras was as high as in those places. On the recommendation of the manager a special allowance of Rs. 5 for jamadars and Rs. 4 for peons and chowkidars was sanctioned. After the award of Shri B. B. Singh was made this staff was allowed Rs. 16 as dearness allowance and Rs. 3 as house allowance. The head office of the bank by its circular dated 9th May 1947, stated that the family allowance of Rs. 5 was raised to Rs. 16 and termed as dear food allowance and that all other allowances would cease with effect from 1st May 1947. The result was that the jamadar and the peons and chowkidars were deprived of an amount of Rs. 5 and Rs. 4 per month respectively which had been sanctioned in 1945 on the recommendation of the branch manager at Banaras.

Shri Rastogi on behalf of the bank stated that no allowance that was being paid to the staff at Banaras had been withheld and if it was he agreed to restore it. When on the examination of the books it was discovered that Rs. 5, and Rs. 4 were being paid per month to the jamadars and peons and chowkidars Shri Rastogi stated that these sums were included in the sum of Rs. 16 which was granted to the jamadars and peons as dearness allowance and that this was done in pursuance of the decision taken on the 11th of June 1945 when Shri Rastogi as in-charge of establishment communicated to the manager of the branch at Banaras that the allowance sanctioned in May was to be termed as dear food allowance.

It appears that after Rs. 5 and Rs. 4 were sanctioned respectively for jamadars and for chowkidars and peons, an enquiry was made by the manager on 4th June 1945 as to how this allowance should be termed 'Should it be termed as local allowance or special allowance?' Some clerk in the office suggested that it should be termed as dearness allowance and Shri Rastogi as in-charge of establishment also repeated that the allowance should be termed as dearness allowance. It is clear that this sum of Rs. 5 and Rs. 4 paid to jamadars and to chowkidars and peons respectively at Banaras was sanctioned on the same footing as those allowances which were paid at Allahabad, Lucknow, Kanpur, etc. Shri Mehrotra has stated that in addition to the allowance of Rs. 16 and Rs. 3 as house allowance, Jamadars and chowkidars and peons at Allahabad, Lucknow, Kanpur, Jhansi etc., are still getting the local allowance of Rs. 5 and Rs. 4 respectively. This fact was obviously overlooked by the bank. We think that this allowance of Rs. 5 and Rs. 4 per month is really a local allowance and should not be included in the dearness allowance. Shri Rastogi has stated that if the restoration of this local allowance is ordered it should take effect from the date of the order. We consider that justice requires that the jamadars and chowkidars and peons who were getting the said allowance and are still in service should be paid the allowance with effect from the date from which it was stopped, i.e., from 1st May 1947. We direct accordingly and further direct that the arrears due up to the date of the publication of this award shall be paid within a month of the said date.

*Demand of the Bharat Bank for refund of money from employees.*—This is an application by the Bharat Bank for refund of the amount representing the difference between the increments granted by the bank and those prescribed by the award of Shri B. B. Singh from the employees that have accepted the said award. Prior to the enforcement of Shri B. B. Singh's award, the grade in force in the Bharat Bank was Rs. 50—5—100. Shri B. B. Singh's award fixed the grade for such staff as Rs. 60—4—100—5—150, thus raising the minimum and maximum salaries of the scale but lowering the rate of increment at the earlier stages. The U.P. Government's order No. 502 (ST)/XVIII-51(ST)/47 dated the 31st May 1947 provided that if any employee had been in receipt of a higher salary in a better grade (i.e. with a higher starting point, a higher rate

of increment or a higher maximum) and/or allowance prior to the enforcement of the said award, then he should continue to draw the higher salary or get the benefit of the better grade and/or the allowance or allowances aforesaid. By reason of this order the bank revised the scale and fixed it at Rs. 60—5—100—5—150 by its circular dated 27th June 1947. The bank thus formulated a new grade by the intermingling of the first two grades, giving the bank's rate of increment of Rs. 5 but keeping the maximum and minimum salaries laid down in the award, viz., Rs. 60 and Rs. 150. This was done by the bank on a misinterpretation of the award. That being the case the excess of Re. 1 in the shape of increment paid by the bank is now asked to be refunded. We think that this is a legitimate claim and we allow it provided that the excess amount to be recovered be recovered in monthly instalments not exceeding Rs. 3 per month, unless the employee in question consents to larger recoveries (not necessarily the same amount every month) being made.

*M. M. Saxena: Application under section 33 by the bank.*—This is an application by the bank under section 33 for permission to dismiss Saxena who was a clerk at the Bareilly branch. Saxena having expressed his regret Shri Rastogi on behalf of the bank agrees to withdraw the application, remove the suspension order, pay him his salary during the suspension period and transfer him from Bareilly to a place in Uttar Pradesh to be decided upon by the bank. This is accepted on his behalf and therefore we need not make any order.

#### CENTRAL BANK OF INDIA, LIMITED.

*Kunwar Farash.*—He is a subordinate employee of the Hardoi branch. His complaint is that the sub-agent of the bank takes work from 6 a.m. to 3 p.m. and from 5 p.m. to 11 p.m. in his own house where he is required to clean utensils and make arrangements for cooking and food. He does not get any holidays. The second complaint is that he is working during the holidays without compensatory leave. Shri Wadia under whose control the Hardoi branch is situate states that he would see that the sub-agent does not utilise his services, nor oppress him for having made this application. So no order need be made on this point.

With regard to the second complaint that he does not get compensatory leave Shri Khunnah on behalf of the bank states that he gets compensatory leave for 80 days instead of 15 days and as such he is not entitled to the weekly holidays under the Shops and Establishments Act, although admittedly that Act is not applicable. Shri Khunnah agrees, however, that he should get the holidays as contained in the U.P. Conciliation Board award at page 69 and that he should not work longer than the hours mentioned in the award. Shri Mehrotra states that he has availed himself of only 10 days leave from 1947 and that, therefore, he should be given compensatory leave for 90 days instead of 15 days. Shri Mehrotra is satisfied on Shri Wadia's agreeing to consider his case as a special one and give such compensatory leave as he thinks proper. No order therefore, need be made.

*Thakur Prasad Mehrotra.*—His case is that he served in the cash section of the bank at its branches in the Uttar Pradesh for 16 years and that he became the chief cashier of the Kanpur branch when he was vested with greater responsibility. On 29th February 1948 he was ordered to check the godowns of Messrs. Khubchand Nathuram, Banda (U.P.). The goods were stored there in a very irregular way and that led him to commit an error in checking. Prior to his inspection some other responsible persons of the bank including B. L. Kapoor, one of the treasurers, a bank inspector and an office in charge had already checked the godowns on or about the 22nd, 23rd and 24th February 1948, and made their reports. He submitted his inspection report on the 3rd of March: and

he expressed his regret in his written explanation dated the 11th March 1948 for having committed an error. Thereafter he was on leave from 14 May 1948 to 19 July 1948 and on the 29th June 1948 an order was made for his summary dismissal. The bank's case is that on the date of his dismissal he was working in the cash department of the Kanpur branch as a treasurer's representative and under their guarantee. On the 27th February 1948, the Kanpur branch agent received a demi-official letter from the Calcutta branch agent stating that the goods pledged with the bank by certain constituents at Banda, and particularly by Messrs. Khubchand Nathuram, were not of the declared quality and that it was advisable to depute some responsible inspectors to make a proper inventory of the entire stock and to have the bags opened and the contents examined. The Banda office was under the guarantee of the treasurers and investing agents. The Kanpur agent immediately contacted this employee and showed him the letter and asked him to proceed to the Banda office immediately in order to make thorough and exhaustive enquiries and in case of any discrepancy or fraud detected by him to communicate with Kanpur office telegraphically. On the 3rd of March 1948 this employee submitted a report which at a subsequent date was discovered to be entirely misleading and absolutely incorrect. Within a week of this report the officer in charge of the Banda office came to learn that there was actual fraud and cheating in respect of the accounts of Messrs. Khubchand Nathuram and that the information received from Calcutta was substantially correct. The employee was asked to explain his report and in his explanation submitted on 11th March, 1948 he admitted that only the upper and side layers of the heaps of bags in the godowns of these parties had been checked by him. On further enquiries and investigation of the stocks it was found that this employee was responsible for gross negligence in the discharge of his duties which had been specifically allotted to him. It was also discovered that he had not taken the trouble to examine one of the two khattis which had been pledged with the bank. He examined only one khatti where the stocks had been cleverly arranged to mislead and cheat the bank. The second khatti was totally empty. In his report of the 3rd March 1948 he also contradicted a previous report of the inspector of godowns regarding the shortage of 900 maunds of paddy and thereby misled the bank. The investing agent on further enquiries was satisfied that he was guilty of gross misconduct and he was dismissed on the 29th June 1948 when the guarantee was withdrawn. Reference is also made by the bank to paragraph 18 on page 16 of the Award of the Conciliation Board where it is stated:

"To compel a bank to continue in employment in the Cash Department or Godowns a person whose security has been withdrawn by the Treasurer would be disastrous"

On the facts of the case it is impossible to hold that the employee has been victimized and we are not prepared to interfere.

*Radhey Lal Mehrotra.*—His case is that he was working for nine years since 1940 in various places in the capacity of a godown keeper and cashier. After the U.P. Conciliation Board's award he claimed the grade of Rs. 120—8—200—10—300 and since then the Bank's attitude changed. On 7th May, 1948 he was transferred to the Allahabad branch as an assistant cashier and there he worked as head cashier in the absence of one Kalika Prasad. Two days after Kalika Prasad's return, on 14 June, 1948, he was asked to do no further work. When he asked for the reasons he was referred to the treasurer and the treasurer redirected him to report to the chief agent, Kanpur. He did so and was given a letter of discharge dated the 16th June 1948 for negligence at Banda.

The bank states that during the whole time he was working in the bank he was under the guarantee of the treasurers and investing agents and that he

worked as such at the Banda office from the 6th November 1945 till the 6th May 1947. During this time a fraud was perpetrated by one of the constituents of the bank which was discovered at a later date. In May 1947 he was transferred to the Jalaun Mandi office but the said office was closed and there was no need of his services and his services could have been dispensed with then. But as there was a vacancy in another office he was appointed there and he continued to work till the 5th May 1948 when he was transferred to Allahabad. In the meantime enquiries in the fraud case at the Banda office were made and it came to light that he had been guilty of gross negligence in the discharge of his duties at the Banda office. Apart from his duty as treasurers' representative he had to test gold ornaments against which the bank made advances and on the 8th January 1947, while working at the Banda office, he submitted two certificates for having tested the gold ornaments which were subsequently found to be spurious. Further it was his business to supply reports on the financial position of the parties who dealt with the bank and he submitted on different dates in 1946 and 1947 three financial reports on certain parties who had suffered heavy losses in bullion business, and though he knew these facts he did not disclose them. When these facts came to light in course of the enquiry the treasurers withdrew their guarantee and the bank had no other alternative but to terminate his services. He made a representation to the Labour Commissioner, who did not take any action in the matter. Failing in his attempts he has made his representation to the Tribunal.

We do not consider this case to be a case of victimization, and, therefore, give no directions.

*Kashi Nath Mehrotra.*—He was a cashier of the Mahoba branch of the Central Bank of India Ltd. His case is as follows: Mahoba is a very big branch under which there are 8 sub-branches. He worked there for three years and never committed any mistake, but his services were terminated on 1st June 1948 without any charge against him being framed. The agent of Meston Road branch, Kanpur, was sent by the bank to make enquiries regarding his work but nothing was discovered against him. However, "by the undue influence of the treasurer" his services were terminated.

The bank's case is that he was the treasurers' representative at Mahoba where he was transferred on 6th June 1946. In May 1948, the treasurers, under whose guarantee he was working, withdrew their guarantee because they had lost faith in him. Consequently his services were terminated on 31st May 1948 by giving him one month's salary in lieu of notice.

The bank has relied upon the U.P. Conciliation Board Award wherein in respect of the representative of the treasurers it was said: "Having regard to the peculiar nature of the work, it is not possible to recommend that they (treasurers' representatives) should continue in employment even when the treasurer withdraws the security in regard to them. They can continue in employment only so long as they enjoy the confidence of the treasurer". It may be noted that the treasurer holds himself out to be responsible for the conduct of his representatives and as such, if the treasurer withdraws his guarantee, it is not possible for the bank to compel the treasurer to keep his representatives in employment in the cash department or a godown. No particulars have been given on the "undue influence" mentioned by Shri Mehrotra in his application; and this application was made as late as the 21st April 1950. He has furnished no evidence to show that he was victimized. In the circumstances we are inclined to think that the employee himself was not sure of any ground which would justify our interference. He stated that the bank was not ready to give him the whole amount at his credit in the provident fund, with the result that this amount was still with the bank. In

reply the bank stated that on his representation it had sent to him on the 15th April, 1950, a cheque for the entire amount of his provident fund including the bank's contribution. At the hearing this statement was not challenged and as such we do not think we should make any order.

*Hari Krishna Mehrotra.*—He was a cashier at the Kanpur branch having been appointed in February 1947. He states that his elder brother's services were terminated, and that he was also discharged because he happened to be his younger brother and without any fault on his part. He applied for the refund of the provident fund but he was paid only his contribution and not the contribution by the bank. The bank states that as the treasurers withdrew their guarantee, his services were dispensed with on the 26th June 1948. The bank further states that the bank has paid its contribution to him. This application was made on 21st April, 1950 and we do not think there is any substance in his application. We give no directions.

*Bhagwanji Agarwal.*—He is an ex-cashier of the Balia branch. On the 29th November 1948 he was directed not to attend to his duties pending orders from Muzaffarpur office. On 12th March 1949 his services were dispensed with on payment of one month's salary in lieu of notice. His grievance is that no reasons were stated in the letter terminating his services. The bank's case is that he was a member of the cash department and under the guarantee of the treasurers. In October 1948 a fraud was discovered in connection with some drafts purported to have been issued from the Balia pay office. Agarwal was arrested by the police and on receipt of the report the treasurer withdrew his guarantee. Consequently it was not possible for the bank to allow him to continue in service. The treasurer informed Agarwal that he would consider his reappointment under his guarantee as and when the case against him was completed. He has been acquitted of all the charges against him. Shri Khanna on behalf of the bank also states that if his guarantee is restored he will continue in the appointment without any break of service. We do not order his reinstatement in this case, but direct that if his guarantee be not restored within one month of the publication of this award he shall be otherwise provided for, at the scale of pay and allowances which he was last drawing, within two months of such publication, there being no break in his service and the period of his unemployment being treated as one of leave without pay.

#### CHARTERED BANK OF INDIA, AUSTRALIA & CHINA

*Refund of increment.*—This is an application dated 5th March 1950 made by the U.P. Bank Employees' Union. It is stated that during the time that disputes were going on between the employees and the bank, the bank was considering a scheme of revising the scales of pay of the employees and that in the month of June 1947 it introduced a new scale of pay and dearness allowance with retrospective effect from 1st July 1946 and adjusted the salaries of the existing staff and paid them the arrears according to the scheme. The starting salary for the new entrants under that scheme and some other terms were less favourable than those prescribed by Shri B. B. Singh in his award. The U.P. Government pressed the bank to implement Shri B. B. Singh's award and thereupon in September 1947 the bank withdrew its scheme and started deducting from the salary of the employees, in instalments and with interest at 4 per cent., the excess amounts already paid to the staff in June 1947 in pursuance of its own scheme. The Union objects to the bank's conduct and asks for a direction that it should cease to realise any part of the payment made and refund the sums realised and that it should pay the higher rate of annual increments and give the employees the better grades contained in its own scheme instead of those given award of Shri B. B. Singh.

The bank's case is that in October 1946 it informed the staff that a tentative scale of salaries was prepared by the London Office and enquired if they were prepared to accept it. They stated that they would prefer to abide by the award to be made in the proceedings pending before the Tribunal. After the publication of the award, on discovering that the terms of the bank's scheme were in many respects better than those prescribed by award, the staff agreed on the 26th April 1947 to accept the bank's scales etc. in preference to those under the award. Thereupon on the 2nd May 1947 the bank asked for the approval of the Government to its settling the dispute outside the award. During the negotiations the bank got the impression that the Government view was that if the staff unanimously accepted the bank's scheme the Government would have no objection to the bank introducing it as a settlement of the dispute outside the award. On the 2nd of June 1947 the staff unanimously passed a resolution accepting the bank's scheme and a copy of the said resolution was sent to Government and the arrears in salary due under the said scheme were paid by the bank to the staff on the 3rd June 1947.

On the 12th August 1947 Government, however, in writing refused sanction to the introduction of the bank's scales, etc., and asked for implementation of Shri B. B. Singh's award by the end of August threatening prosecution in default. The bank, therefore, had to abandon its scheme and started recovering in instalments from its staff the excess amounts paid in accordance with its own scheme.

Shri Mehrotra for the Union has stated that the only employees affected are the old ones to whom the scheme of the bank applied and not the new entrants, and contends that the bank should not be allowed to get a refund of the amounts already paid on the principle enunciated by the U.P. Conciliation Board in dealing with issue No. 105, where it said, 'It is not open to any bank to call upon an employee to refund what has already been paid to him in accordance with the scale prescribed by the bank.' He has further contended that the facts of the case are similar to those of the Hindustan Commercial Bank case where the bank made the employees refund the excess amounts paid by the bank by way of increments of pay and dearness allowance, but the U.P. Conciliation Board held that these employees were entitled to get back the amounts so refunded. It was observed by the Board that 'such of the employees in banks as had to make refunds similar to those of the Hindustan Commercial Bank are entitled to get back the amounts from their employers'. The views expressed by the Conciliation Board as above stated were based on the principle that 'Shri B. B. Singh's award was not intended to prejudice any existing rights, privileges, amenities and such other conditions of service which were already being enjoyed by the employees or any section of them immediately before the commencement of the Award'. The following quotations from the award are illustrative of the principle on which the said views were founded. 'If in any Bank an employee covered by this award was in receipt of higher pay or allowances than that prescribed by Shri B. B. Singh's award he would continue to receive at his option the higher pay or allowances'. 'The principle mentioned above is applicable only to an individual term of employment taken as a whole and it is not open to any employee to split it up and accept one part of it which is advantageous or reject that which is disadvantageous \* \* \*. It is open to an employee to elect that individual term as a whole as in force immediately before the Award or as prescribed by the Award'. It is clear from the above that the *ratio decidendi* was the existence and enjoyment of a higher scale of pay or allowance, etc., before the award came into operation which was not to be disturbed. That is also clear from the facts of the case of the Hindustan Commercial Bank where

in pursuance of the resolution of the Board on 25th September 1946 better scales had been given to the employees than those prescribed by the award and payment had been made with effect from 1st October 1946, which was *before* the date of the award. The case, therefore, was covered by the principle enunciated by the Board. The present case is quite distinguishable because it was *after* the award had been published, and not before, that there was an agreement between the bank and its employees, and payments were made in pursuance thereof. This adjustment could not be given effect to as the Government wanted the implementation of the award which provided a scale different from the one which the parties had agreed upon. The payment made by the bank was not gratuitous but on a consideration which has failed, and, therefore, the bank would be legally entitled to get back the excess amount paid. On the facts of this case we cannot conceive of any justifiable reason for allowing the employees to retain such amounts or claim a refund of the moneys which the bank has recovered from them. We direct, however, that the bank shall not be entitled to charge any interest and that if it has been charged it shall be refunded. The bank will, therefore, be entitled to recover the excess amounts paid in instalments but without charging interest thereon.

#### HABIB BANK, LIMITED.

*Sirajul Haq.*—He was a sentry and in October 1948 when he claimed an overtime allowance he was served with a notice terminating his services. The case is settled on terms that in order to compensate Sirajul Haq the bank will pay him five months' salary and allowance exclusive of one month's salary and allowance for the notice period which has already been paid to him by the bank. We, therefore, direct that the terms of settlement shall be given effect to within a fortnight of the date of publication of this award.

#### HINDUSTAN COMMERCIAL BANK, LIMITED.

*Amar Nath Sharma.*—His case is that he was appointed as accountant of the Generalganj branch, Kanpur on 8th January 1946 and promoted to the post of an officer in charge of the Pokharayan office where he worked from 2nd August 1947 to 10th May 1949. The branch was closed and he was retrenched on 11th May 1949. He was paid his salary as also one month's salary in lieu of notice. There were several employees of his cadre who were appointed after him and they are still working in the bank. After his retrenchment persons were recruited from amongst his juniors and promoted to the supervisory staff. The complaint is that the principle 'Last come first go' was not followed in his case. The bank's case is that he made certain unauthorised advances to parties without obtaining sanction from the head office and that on the 29th May 1948 the district Manager visited the office and found that the cash department was not opened till 10-30 A.M. although under the Negotiable Instruments Act it had to be opened at 10 A.M. and in terms of Shri B. B. Singh's award the staff was required to attend office at 9-30 A.M. The officer in charge having been absent that day the staff took advantage of the situation and when an explanation was called for he could not offer any reasonable explanation for the unauthorised advances or for his absence from duty. The bank referred the matter to the Labour Commissioner and asked for his permission to dismiss him. But the Labour Commissioner by his letter No. 3352/IRB/17(67) dated the 6th December 1948 merely allowed the bank to degrade him. The bank wanted to reduce his salary but the Labour Commissioner did not permit it and therefore he was put at the bottom of the list of the supervisory staff. As there was a surplus in the supervisory staff he was retrenched. Shri Mehrotra on behalf of the employee stated that if he had been degraded as senior clerk he would not have been retrenched but that the bank put him at the bottom of supervisory staff in



order to get rid of him. Since the Labour Commissioner permitted degradation without reducing his grade it appears to us that the matter was left to the discretion of the bank as to the nature of the degradation. There is nothing to show that when he was put at the bottom of the supervisory staff the bank knew that he would become a surplus and that the bank would thus be able to get rid of him. It cannot also be argued that the bank tried to circumvent the order of the Labour Commissioner by putting him at the bottom of the supervisory staff. This is clear from the fact that the bank insisted upon the reduction of his salary as punishment for his misconduct. We are inclined to hold that there was no intention of getting rid of his services by putting him at the bottom of the supervisory staff and that, therefore, this has not been shown to be a case of victimization.

*A. N. Shukla.*—His case is that he joined the bank as a clerk on 2nd January 1945 at the Meston Road branch. In September 1946 the sub-agent recommended him for the post of a supervisor and entrusted him with the duties of a supervisor and since then he worked as such. In all periodical returns and statements submitted to the head office he signed as supervisor. After the U. P. Conciliation Board Award was published he claimed to be put in the grade of a supervisor. The bank in its reply dated 6th June 1947 stated that the work and the number of clerks at the branch did not require a supervisor and that hence he had been designated as a senior clerk. He performed the duties of a supervisor for more than three years. The inspecting authorities of the bank also knew these facts. His claim now is to be confirmed in the grade of supervisors. Shri Umar Shankar Mehrotra for the bank states that though his case was recommended by the branch manager, the head office did not consider it necessary to sanction an additional officer and that, therefore, the recommendation was not accepted. Shukla referred his case to the Conciliation Officer (Central) who conducted a thorough enquiry and submitted his report holding that he was performing the duties of a supervisory nature. On receipt of the report an explanation was called for from the sub-agent who stated that at Shukla's personal request an opportunity had been given to him to learn work of a supervisory nature, so that he might gain experience and thus qualify himself in due course for the supervisory grade. We are not prepared to accept this statement of the sub-agent. It is clear that he was doing the work of a supervisor with the knowledge and permission of the authorities and he did it for a considerable length of time. We think that he is entitled to be confirmed in the grade of supervisor and we direct this to be done within a fortnight of the publication of this award, with effect from the date of such publication.

*Rajendra Bahadur and others.*—Terms of settlement have been filed in the following cases and we direct that they be carried into effect within a fortnight from the publication of this award. In cases where it is not possible to implement them within such period the terms should be given effect to as early as possible.

1. *Rajendra Bahadur, Ex Godown Keeper, Shahjahanpur.*—Since the permission of the Labour Commissioner was obtained for retrenching him, he being the juniormost member of the staff, no further question arises, but the bank agrees to reappoint him, provided the treasurer agrees to take him back and if any vacancy occurs in his cadre.

2. *Kamta Prasad Rahotqi, Agra branch attached to Kanpur.*—The bank has agreed to transfer him back to Agra and also agreed to pay him his increment for six months from January to June 1949 and to pay his next increment which is due in January 1950.

3. *Sri Ram Seth Ex-employee of Lucknow.*—As against his claim of Rs. 245 and provident fund, the bank agrees to pay Rs. 65 only in all as salary in lieu of notice and to pay his provident fund amount on demand.

4. *Mool Chand Srivastava, Ex-employee of Sitapur.*—The bank has agreed to pay Rs. 275 only as full and final settlement against his travelling allowance bill for Rs. 885/12/-.

5. *Chandra Sheikher Shukla, Ex-employee of Mirzapur.*—His case is with drawn.

6. *Kaloo Singh and others, Allahabad branch.*—As the Regional Conciliation Officer has already decided these cases, the Union does not press them. Uniforms should be supplied to these men.

7. *Bhola Ram Guard, Ex-employee of Allahabad branch.*—As he is the juniormost employee and the Labour Commissioner's permission has been obtained for his retrenchment, no question arises. As desired by the Labour Commissioner, he will be given the first chance if and when any vacancy occurs in future in his cadre.

8. *Kailash Nath Sangur, Hardoi branch.*—It is agreed that he be paid the salary and allowances of the supervisory grade according to Shri B. B. Singh's award, provided he has done work of a supervisory nature for more than 7 days; and further that he will be placed in the supervisory grade if for six months continuously he does work of a supervisory nature. For verification regarding the above matters Shri J. N. Mehrotra and V. N. Shekri, representatives of Union, along with Shri U. S. Mehrotra, Inspector of Branches, Hindustan Commercial Bank, Ltd., will inspect the records and books of Shahranpur office and the matter will be decided accordingly.

*Application under section 88 of the Industrial Disputes Act.*

**HINDUSTAN COMMERCIAL BANK, LIMITED.**

The application made by the Hindustan Commercial Bank has been withdrawn and no order is, therefore, made.

**ORIENTAL BANK OF COMMERCE, LIMITED.**

This Bank made an application under section 88 for closing down some branches. No one appeared inspite of a registered notice being served. The application is dismissed.

*Recognition of the U. P. Bank Employees' Union—Issue 16(iii).*—Shri Bakkar appearing on behalf of the Union has put in a balance sheet and audited accounts for the year ending 31st March 1949 showing that the total number of members is 3493 consisting of 43 units, and that the total receipts amounted to Rs. 10,945-1-0. It is a registered trade union, the registration number being 538 of 1948-49. It is pointed out that this union has complied with the provisions of the Trade Unions Act as also of section 28D of the Trade Unions (Amendment) Act, 1947. Following an award dated the 22nd July 1950 made on a reference from the Saurashtra Government (an extract from which is appended below for reference) we hold that no industrial dispute can be said to exist in this case and that, accordingly, we have no jurisdiction in this matter.

K. C. SEN, *Chairman.*

J. N. MAZUMDAR, *Member.*

N. CHANDRASEKHAR AIYAR, *Member.*

BOMBAY,

*Dated the 31st July 1950.*

*Minute of Dissent by the Chairman.*

My view is that the dispute regarding the recognition of the U. P. Bank Employees' Union is an industrial dispute and that the Tribunal has jurisdiction to deal with this matter. For my reasons, please see my Minute of Dissent printed below the award on the Saurashtra Government's reference (see Appendix).

K. C. SEN, *Chairman.*

APPENDIX

*Extract from the Tribunal's award regarding the Saurashtra reference.*

The Trade Unions (Amendment) Act provides for compulsory recognition of trade unions satisfying certain conditions. This recognition is either by agreement or by the labour Court constituted under the Act, which is to negotiate with the employer. On recognition a union acquires certain rights under section 28F. There are certain obligations also under Sections 28G and 28J of the Act. The union wants its recognition in the sense used in the Act. Since the Act has not come into force and this is the business of the Labour Court constituted under the Act, this Tribunal has no jurisdiction to recognise the union under the Act. The only way in which the Tribunal's jurisdiction can be invoked is by describing the dispute regarding recognition as an industrial dispute. The nature of the present dispute is merely this, the employees want the banks to recognise the union, but the banks refuse to do it. The question is whether this is an industrial dispute within the meaning of the Industrial Disputes Act, namely, a dispute connected with the employment or non-employment or the terms of employment or conditions of labour of any person. As already observed, the recognition confers upon the union the right to negotiate with the employer. Does the right to negotiate with employer regarding matters connected with the employment or non-employment or conditions of service amount to a dispute connected with the employment? the right to negotiate is an antecedent right, the grant of which will enable the union to raise any dispute connected with the employment, etc. A dispute regarding the right to negotiate by itself does not appear to us to be a dispute connected except remotely with the employment, non-employment, etc. The exercise of the right to negotiate might bring about an understanding between the employers and the employees so as not to reach the stage of a dispute at all. Therefore, it cannot be said that the dispute regarding the right of recognition is such a dispute as is contemplated by the Act.

The right to negotiate is the first step; the raising of a dispute as regards the terms of employment or conditions of service is the second step and a different one in its scope and character. The first may lead to the second, but may not also. It is true that it may be said they are connected but the connection contemplated by the Act appears to be direct and immediate—not distant or possible. It may be further noted that acceptance of the Tribunal's jurisdiction will lead to the anomaly that while we can recognise the Union, we would not be able to withdraw the recognition where such withdrawal is justified, this power will have to be exercised by another body. We answer the question formulated against the union and in favour of the banks.

*Minute of Dissent.*

I regret that I am unable to agree with the conclusion arrived at by the other two Members. There is no question of recognition of the Union under the Trade Unions (Amendment) Act, 1947, which has not yet been brought into force. The Union contended that its claim for recognition constituted an industrial dispute, while Shri Khambata for the Bank of India opposed this contention, relying on a Calcutta award, viz., an award relating to the Liv pool and London and Globe Insurance Co. Ltd., and other companies.

their employees (*Gazette of India*, Extraordinary, September 6, 1949, p. 1568), in which it was stated, "Recognition of the Union is not a condition of service and is not an industrial dispute within the meaning of the Industrial Disputes Act." I am unable to agree with this view as it seems to me that a dispute regarding the right of the union to negotiate with the employers in respect of matters connected with employment and non-employment or the terms of employment or the conditions of labour of all or any of its members [see section 28F of the Indian Trade Unions (Amendment) Act, 1947] is a dispute which is connected with the employment or non-employment or terms of employment or conditions of service of such persons and thus falls within definition of "industrial dispute" in the Act. The view taken regarding this question in two Bombay decisions [1948 I.C.R. (Bom.), pages 384 and 786], does not appear to support the view of the Calcutta Tribunal. As was done in our award dated the 22nd February 1950, it would be competent, in my opinion, for this Tribunal to see if the conditions prescribed under section 28D of the Indian Trade Unions (Amendment) Act, 1947 have been fulfilled, and if they are fulfilled to direct that the consequences of recognition stated in the said Act should follow.

It has been said in the award that the right to negotiate is "an antecedent right, the grant of which will enable the union to raise any dispute connected with the employment, etc." A dispute regarding the right to negotiate by itself does not appear to us to be a dispute connected except remotely with the employment, non-employment, etc." The definition of "industrial dispute" makes no distinction between remote and proximate or direct connection; the word used is merely "connected". In my opinion the demand that a union shall be recognised by the employers for purposes of negotiation is directly and vitally connected with questions of the employment, non-employment, the terms of employment and the conditions of labour of all the members of the union (not to speak of other employees); for by recognition such members would secure the advantage of collective bargaining, and it seems to me to be so obvious that collective bargaining is connected with employment, etc., of the employees that I would not have laboured the point but for the conclusion arrived at by the other Members. We arrive at the following position. There is a dispute as to recognition of the union for purposes of negotiation by way of collective bargaining; and collective bargaining is connected with the employment, non-employment, etc., of the employees. Such being the position, can it be said that the right demanded is only remotely connected with the employment, non-employment, etc., of the employees? The unions regard such a right, in my opinion very correctly, as very important, we came across a case at Calcutta in which the employers, refusing to recognise the employees' union, never addressed any letter to it but always sent its replies to the demands made to the Labour Department of the Government of the State, and the union was also thus obliged to enter into this kind of triangular epistolary procedure for purposes of negotiation. I have not the least hesitation in saying that the dispute in question is not only an important dispute but that it is intimately and vitally connected with the employment, etc., of the employees and is thus an industrial dispute.

K. C. SEN, *Chairman*.

[LR-90(44).]

N. M. PATNAIK, *Dey. Secy.*

